

May 27, 2026

**2026 MEMORANDUM OF AGREEMENT BETWEEN
THE SCREEN ACTORS GUILD-AMERICAN FEDERATION
OF TELEVISION AND RADIO ARTISTS AND
THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

This Memorandum of Agreement is entered into between the Screen Actors Guild–American Federation of Television and Radio Artists (hereinafter referred to as "SAG–AFTRA" or "the Union"), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter "the Alliance" or "the AMPTP"), on behalf of the Producers listed on Attachments A-1 and A-2 hereto (each hereinafter respectively referred to as "the Producer" and collectively referred to as "the Producers"), on the other hand.

The provisions of this Memorandum of Agreement represent modifications to the current agreements between the parties, *i.e.*, the Producer-SAG-AFTRA Codified Basic Agreement of 2014 and the 2014 SAG-AFTRA Television Agreement, as amended by the 2017 Memorandum of Agreement between the Screen Actors Guild–American Federation of Television and Radio Artists and the Alliance of Motion Picture and Television Producers, the 2020 Memorandum of Agreement between the Screen Actors Guild–American Federation of Television and Radio Artists and the Alliance of Motion Picture and Television Producers, the 2022 Memorandum of Agreement between the Screen Actors Guild–American Federation of Television and Radio Artists and the Alliance of Motion Picture and Television Producers Regarding Exclusivity and the 2023 Memorandum of Agreement between the Screen Actors Guild–American Federation of Television and Radio Artists and the Alliance of Motion Picture and Television Producers (hereinafter referred to as the "SAG-AFTRA Codified Basic Agreement of 2023" and the "2023 SAG-AFTRA Television Agreement" for convenience and collectively, the "Agreements"). Except as modified herein, the terms of the current agreements between the parties shall remain the same, subject to conforming changes. The appropriate provisions herein shall be incorporated in the Producer–SAG-AFTRA Codified Basic Agreement of 2026 and the 2026 SAG-AFTRA Television Agreement. Wherever reference in this Memorandum of Agreement is made to "Schedules," such reference shall mean the Schedules appended to the Codified Basic Agreement.

Except when another effective date is specified, the terms and conditions set forth in this Memorandum of Agreement shall be effective as of July 1, 2026 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later.

1. **Term (Union Proposal No. 45 and Producer Proposal No. 1)**

The term of the Producer-SAG-AFTRA Codified Basic Agreement of 2026 and the 2026 SAG-AFTRA Television Agreement shall commence on July 1, 2026 and terminate on June 30, 2030.

Amend Section 36 of the General Provisions of the SAG-AFTRA Codified Basic Agreement of 2023 to read as follows:

"36. TERM AND EFFECTIVE DATE

"A. The term of this Agreement shall commence on ~~November 9, 2023~~ July 1, 2026 and shall terminate on June 30, ~~2026~~2030, but continue thereafter until terminated by either party on at least sixty (60) days' written notice.

"B. This Agreement is intended as a codification of: (1) the Producer – SAG-AFTRA Codified Basic Agreement of 2014; (2) the 2017, 2020, ~~and 2023~~ and 2026 Memoranda of Agreement Between the Alliance of Motion Picture and Television Producers and the Screen Actors Guild – American Federation of Television and Radio Artists for successor agreements to the Producer – SAG-AFTRA Codified Basic Agreement of 2014 and the 2014 SAG-AFTRA Television Agreement; and (3) the 2022 Memorandum of Agreement Between the Screen Actors Guild – American Federation of Television and Radio Artists and the Alliance of Motion Picture and Television Producers Regarding Exclusivity. Services rendered under previous Agreements, and motion pictures subject to those respective Agreements, shall be governed by such Agreements, respectively.

"C. The effective date of this Agreement shall be ~~November 9, 2023~~ July 1, 2026. Except as specifically otherwise provided, the provisions hereof relating to wage increases shall be effective on and after ~~November 9, 2023~~ July 1, 2026, and shall apply to services rendered on and after such date under existing contracts of employment and contracts of employment entered into on or after said date, and to motion pictures the principal photography of which commenced after such effective date. Except as specifically otherwise provided, the provisions hereof relating to working conditions shall be effective on and after *[the first Sunday following the business day on which the AMPTP receives notice of ratification]* and shall apply to services rendered on and after such date under existing contracts of employment and contracts of employment entered into on or after said date, and to motion pictures, the principal photography of which commenced after such effective date."

Amend Section 52 of the 2023 Television Agreement to read as follows:

"52. TERM AND EFFECTIVE DATE

"The term of this Agreement shall be for a period commencing ~~November 9, 2023~~ July 1, 2026 and expiring June 30, ~~2026~~2030, but continue thereafter until terminated by either party on at least sixty (60) days' written notice.

"The effective date of this Agreement shall be ~~November 9, 2023~~ July 1, 2026. Except as specifically otherwise provided, the provisions hereof relating to wage increases shall be effective on and after ~~November 9, 2023~~ July 1, 2026 and shall apply to services rendered on and after such date under existing contracts of

employment and contracts of employment entered into on or after said date, and to motion pictures, the principal photography of which commenced after such effective date, and the provisions hereof relating to working conditions shall be effective on and after [*the first Sunday following the business day on which the AMPTP receives notice of ratification*] and shall apply to services rendered on and after such date under existing contracts of employment and contracts of employment entered into on or after said date, and to motion pictures, the principal photography of which commenced after such effective date."

Make conforming changes.

2. **Minimums (Union Proposal No. 23)**

- a. Increase the minimum salary rates in the 2023 SAG-AFTRA Codified Basic Agreement and the 2023 SAG-AFTRA Television Agreement by three percent (3%) effective [*insert date that is July 1, 2026 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*]; by an additional three percent (3%) effective July 1, 2027; by an additional three percent (3%) effective July 1, 2028; by an additional three percent (3%) effective July 1, 2029. These increases shall be compounded.
- b. Stet the network prime time rerun ceilings in Section 18(b)(1)b) of the Television Agreement.
- c. Stet all allowances and adjustments in the SAG-AFTRA Codified Basic Agreement and Television Agreement (except as otherwise provided in this Memorandum of Agreement).

3. **SAG-AFTRA Health Plan (Union Proposal No. 30) [See Attachment B for full terms.]**

- a. Increase the contribution rate to the SAG-AFTRA Health Plan by one percent (1.0%) effective on [*July 1, 2026 or the first Sunday that is ninety (90) days following the business day on which the AMPTP receives notice of ratification, whichever is later*]
- b. The Parties agree to make a joint recommendation to the Board of Trustees of the SAG-AFTRA Health Plan to adopt the following changes:
 - i. The quarterly earned eligibility premium for participants and dependents will increase as follows:

	Current	Effective Jan. 1, 2027
Participant Only	\$375	\$390
Participant plus one dependent	\$531	\$550

Participant plus two or more dependents	\$747	\$780
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- ii. The earned eligibility threshold (excluding the alternative days requirements) and the earnings requirement for the Extended Career COBRA benefit will increase effective January 1 of each year during the term of the 2026 Television Agreement by 3% (which shall be inclusive of the 2% increases provided for by the SAG-AFTRA Health Plan Summary Plan Description), with the resulting amount rounded up to the next highest \$1 increment.
- iii. The alternative days threshold shall be frozen at the current level on July 1, 2026, and the trustees shall evaluate whether the alternative days requirement should be revised.

4. SAG Pension Plan/AFTRA Retirement Fund (Union Proposal No. 30) [See Attachment B for full terms.]

- a. Producers shall make pension contributions on behalf of all performers engaged under the SAG-AFTRA Television Agreement to the SAG Pension Plan except that contributions will continue to be made to the AFTRA Retirement Fund for work covered by the SAG-AFTRA Television Agreement performed on existing seasons of series, existing multi-part closed-end series and existing one-time programs for which both (i) principal photography commenced prior to July 1, 2026, and (ii) contributions have been allocated to the AFTRA Retirement Fund prior to July 1, 2026.
- b. Effective July 1, 2026, two percent (2%) of all contributions to the SAG Pension Plan shall be redirected to the AFTRA Retirement Fund until completion of the plan merger.
- c. The parties will convene a committee of the AMPTP, the Networks, the Joint Policy Committee, the Record Company Bargaining Group and SAG-AFTRA which will act in their settlor capacities to attempt in good faith to reach agreement on a merger of the SAG Pension Plan and the AFTRA Retirement Fund, with a target merger date of January 1, 2028.
- d. Increase the contribution rate to the merged pension plan by one percent (1.0%) effective July 1, 2028, and contingent on completion of the merger.
- e. Increase the vesting eligibility threshold by \$2,000 effective January 1, 2028 and \$2,000 effective January 1, 2030.
- f. Subject to the conditions in Paragraph 4.b. of Attachment B. and as provided therein, benefits in the merged pension plan shall include an increase of 12.5% in the monthly maximum benefit and shall not be less than the current accrual rate, vesting schedule and other benefit terms of the SAG Pension Plan.

5. **Logo (Union Proposal No. 19)**

- a. *Add the following as a new subsection E. to Section 25 of the General Provisions of the Codified Basic Agreement and a new subsection (d) to Section 54 of the Television Agreement to provide as follows:*

"[E./(c)]. **SAG-AFTRA Logo**

"Producer must clearly and distinctly display the SAG-AFTRA logo on each motion picture in which performers are employed under this Agreement that carries a credit title or titles, in a size and placement substantially similar to that of other industry unions and trade bodies whose logos are included in the credits, including IATSE and the MPA. The logo may be used only in the form provided by SAG-AFTRA, without change to color,^[FN] proportion, or design. The SAG-AFTRA logo is a registered trademarks and its usage must be in accordance with the specifications in this subsection and accompanied by the ® symbol. The foregoing is subject to any network requirements and restrictions.

"Any inadvertent failure to display the SAG-AFTRA logo on any motion picture in accordance with the provisions of this subsection shall not be deemed a violation of this Agreement.

"^[FN] It is understood that a change of color (such as from its original black to white) may be necessary for visibility, such as when the SAG-AFTRA logo will appear on a dark background."

- b. *Add references to "Section 54, Television Agreement, SAG-AFTRA Logo" and "General Provisions, Codified Basic Agreement, Section 25.E., SAG-AFTRA Logo" applying to derivative and original new media productions in Sections B.2. and D.2. of Sideletters H/21 of the Television Agreement and the Codified Basic Agreement respectively.*

6. **Background Actors**

a. **Schedule X Parity (Union Proposal No. 3.a.)**

- i. Increase the wage rate for swimmers and skaters in Section 3.(a)(2) of Schedule X-I from \$518.00 per day to \$580.00 per day effective [*insert date that is July 1, 2026 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*], which shall be subject to any agreed upon general wage increases in all years of the Agreement.

ii. *Modify Section 3 of Schedule X, Part I as follows:*

"3. MINIMUM WAGE SCALES AND HIRING PROCEDURE

* * *

"(c) Special Ability Adjustments

"(1) A special ability adjustment shall be made for background actors who possess special ability and who are specifically called or assigned to perform work requiring such special ability. Special ability shall include, but is not necessarily limited to, the following areas of special skill: Riding horses, driving horses, handling livestock, non-professional singing (excluding atmospheric singing in groups of more than sixteen (16)), mouthing to playback in groups of sixteen (16) or less, professional or organized athletic sports (water polo, polo, football, basketball, baseball, tennis, golf), sports officiating, riding or handling camels or elephants, amputees, insert work, ~~and~~ practical card dealing, stand-in work (for purposes of photographic doubling pursuant to subparagraph (4) below), skating and actual swimming not covered under subparagraph (a)(2) above nor Schedule J, skateboarding, driving that requires a special license such as trucks, limousines or motorcycles, playing of a musical instrument and any choreographed social dancing not covered under Schedule J.

"The minimum daily wage scale for a special ability background actor driving horses (or other animals) shall be increased by ten dollars (\$10.00) for each two (2) horses (or other animals) in excess of two (2).

"(2) Dancing and skating special ability background actors doing lifts, throws, catches and falls shall be graded upward in accordance with the work performed. This provision does not apply to background actors employed at the rate for Skaters and Swimmers.

"(3) Special ability background actors who are swimming, dancing or skating will have at least ten (10) minutes of rest during each hour of actual rehearsing or shooting unless shooting is of a continuous nature. If so, at the choreographer's or director's discretion, swimmers, dancers or skaters may continue until a total of ninety (90) minutes has elapsed, after which a fifteen (15) minute break must be called.

"(4) A special ability background actor assigned to do photographic doubling shall receive, in addition to the background actor's basic rate, the difference between the background actor rate and the special ability background actor rate.

"(54) Any swimmers shall not be required to go in the water within thirty (30) minutes following a meal."

iii. *Modify Section 3.B.(1) of Schedule X, Part II as follows:*

"B. Special Ability Background Actor

"(1) The special ability background actor rate shall be paid to background actors who possess special ability and who are specifically called or assigned to perform work requiring such special ability. Special ability shall include but is not necessarily limited to the following areas of special skill: Riding horses, driving horses, handling livestock, non-professional singing (excluding atmospheric singing in groups of more than 16), mouthing to playback in groups of sixteen or less, professional or organized athletic sports (water polo, polo, football, basketball, baseball, tennis, golf), sports officiating, riding or handling camels or elephants, amputees, insert work, practical card dealing, stand-in work (for purposes of photographic doubling pursuant to subparagraph (4) below), skating and actual swimming not covered under this Section 3. above nor Schedule J, skateboarding, driving that requires a special license such as trucks, limousines or motorcycles, playing of a musical instrument, and any choreographed social dancing not covered under Schedule J. instrument, and any choreographed social dancing not covered under Schedule J."

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iv. *Modify Section 4 of Schedule X, Part I as follows:*

"4. WAIVERS

* * *

"(b) Undirected Scenes, Backgrounds or Persons

"(1) Crowds at Public Events

"Upon specific request of the Producer, the Union will grant an automatic and unconditional waiver whereby the~~The~~ Producer may photograph long shots of the normal activities of crowds at public events numbering one thousand (1,000) or more persons; such event must be publicized or advertised and not staged for motion picture purposes. Such events shall be opened to the general public, with or without payment of admission fee. The crowd so photographed shall appear only as atmospheric background, except in the case of non-military parades with floats. Such scenes wherein actors, background actors or photographic

doubles appear may be used in the photoplay only when the Producer stages one or more tie-in shots, using registered background actors in connection with such scenes. In photography at such public events, the activities constituting the event may appear incidentally to the establishment of the locale and crowds in attendance; provided that if one (1) or more tie-in shots using registered background actors is staged by Producer in connection therewith, such event as well as the crowd in attendance may be photographed and used in long establishing shots. The foregoing limitations shall not apply to non-military parades with floats.

* * *

"(2) Undirected Scenes and Undirected Persons

"Upon specific request of the Producer, the Union will grant an automatic and unconditional waiver whereby the Producer may photograph the normal activities of undirected persons as follows:"

* * *

v. *Modify Section 8 of Schedule X, Part I as follows:*

"8. WET, SNOW AND SMOKE WORK; EXTERIOR WORK

"(a) A background actor required to get wet or to work in snow or smoke shall receive additional compensation of \$14.00 per day. The background actor may refuse to get wet or work in snow or smoke unless such additional adjustment is previously agreed upon. A background actor shall not be entitled to such adjustment if the background actor is wearing swimming or surfing gear required for the scene or is wearing appropriate snow apparel.

"A background actor not notified at the time of booking that wet, snow or smoke work is involved may refuse to perform in wet, snow or smoke and will receive a half day's pay, or payment for actual time worked, whichever is greater.

"Swimmers cannot be required to go into the water within thirty (30) minutes following a meal.

"When background actors are required to get wet or to work in snow, Producer will provide a private place to change into dry clothing for meal periods and at dismissal. A bus is not acceptable as a place to change wardrobe unless equipped with appropriate changing areas."

* * *

vi. *Modify Section 41(f) of Schedule X, Part I as follows:*

"(f) Travel Time on Sixth or Seventh Consecutive Days and Holidays

* * *

"(2) Time spent in traveling to or from an overnight location on a seventh consecutive day worked for a particular Producer and/or any of the holidays recognized in this Schedule shall be paid for at one-and-one-half (1½) times the background actor's regular rate of pay, except to the extent such travel time constitutes daily overtime after ~~twelve (12)~~ ten (10) hours under the provisions of subparagraphs (b), (c) or (d) hereof, in which case such travel time shall be paid for on the basis of double time computed in units of one-tenth (¼) hours."

vii. *Modify Section 29 of Schedule X, Part I as follows:*

"29. MEAL PERIODS

"(a) Meal periods shall be not less than one-half (½) hour nor more than one (1) hour. When meals are not catered and restaurants are not located within five (5) minutes walking distance, the minimum meal period shall be forty-five (45) minutes. Not more than one (1) meal period shall be deducted from work time during the first eight (8) hours. When the meal period of any member of the crew is shorter than that for background actors, such crew members shall be entitled to eat before the background actors."

b. Minimum Coverage Caps (Union Proposal No. 3.b.)

i. *Add a footnote to the background actor count for theatrical motion pictures in Section 1.(c)(2) of Schedule X, Part I and Section 1.D. of Schedule X, Part II to provide as follows:*

"[(ii)/(2)] to the first eighty-five (85) background actors (excluding swimmers, skaters, dancers and stand-ins) employed each day on theatrical motion pictures.^[fin]"

^{[[fin]]} The theatrical motion picture coverage cap shall apply to High Budget SVOD Programs that are 85 minutes or longer with a budget of \$30 million or more and made for a subscription consumer pay platform with 20 million or more domestic subscribers."

ii. Increase the background actor coverage caps applicable to television motion pictures in Schedule X, Part I and Schedule X, Part II by two, from twenty-five (25) to twenty-six (26) effective *[insert date that is July 1,*

2026 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], and from twenty-six (26) to twenty-seven (27) effective July 1, 2029.

c. **Notice of Preliminary Call Time (Union Proposal No. 3.c.)**

Add the following as a new Section 3(d) of Schedule X, Part I and a new Section 3.F. of Schedule X, Part II:

"[(d)/F.] Notice of Preliminary Call Time

"Producer will make best efforts to issue a preliminary call time to engaged or booked background actors as soon as practicable prior to 8:00 p.m. on the day prior to the call."

d. **Body Make-Up Etc. and Adjustment (Union Proposal No. 3.d.)**

Modify the first paragraph of Section 9 of Schedule X, Parts I and II as follows:

"A background actor who is directed to and does have body make-up or oil applied to more than fifty percent (50%) of the body and/or is required to and does wear a rubber skull cap, and/or who is required to and does wear hair goods affixed with spirit gum (specified as wigs, beards, sideburns, mustaches or goatees) and/or who at the time of employment is required to and does have a natural, full-grown beard as a condition of employment, shall be entitled to additional compensation of ~~\$19.00~~\$21.50 per day. When a background actor is required to and does furnish a hairpiece, the background actor shall be paid additional compensation of ~~\$19.00~~\$21.50 per day."

e. **Extensive Hair and Make-up (Union Proposal No. 3.e.)**

Add a new paragraph to the end of Section 9 of Schedule X, Parts I and II as follows:

"A background actor who is requested by the Producer to report to work in a hair style that requires extensive self-styling (e.g., rounded bouffants, finger wave, corkscrew, spiral, regency curls) and/or other than ordinary make-up (e.g., for a period piece) in accordance with specific detailed instructions, beyond identifying a style, provided by the Producer shall receive an adjustment of \$35.00 for that day. It is understood that the background actor's work time does not start until the background actor reports to work."

f. Corsets (Union Proposal No. 3.f.)

Add a new subsection (e) to Section 10 of Schedule X, Part I and a new subsection E. to Section 10 of Schedule X, Part II as follows:

"A background actor who is required to wear a corset during photography and/or rehearsal shall be entitled to an adjustment of \$21.50 per day."

g. Allowance Increases (Union Proposal No. 3.g.)

- i. *Modify Section 10(b) of Schedule X, Part I and Section 10.B. of Schedule X, Part II as follows:*

"[(b)/B.] A general background actor who is required to and does furnish formal attire, a fur, a national dress costume, a white Palm Beach or tropical suit, a uniform (other than a police uniform) or period wardrobe, at the request of the Producer, shall be paid an allowance of \$18.00 per day (\$20.00 per day effective July 1, 2027) or \$27.00 per day for formal attire (\$30.00 per day effective July 1, 2027) for the maintenance of each such type of wardrobe. Any general background actor who is required to and does furnish a police uniform at the request of the Producer shall be paid an allowance of \$36.00 per day (\$40.00 per day effective July 1, 2027) for the maintenance of such uniform."

- ii. *Modify the first paragraph of Section 19(a) of Schedule X, Part I and Section 19.A. of Schedule X, Part II as follows:*

"[(a)/A.] Automobile

"A background actor who is directed to and who does furnish the background actor's automobile for photographic purposes shall be paid an automobile allowance of \$37.50 per day (\$42.50 per day effective July 1, 2027). In these circumstances, the Producer shall reimburse the background actor for any toll road fees necessarily incurred, provided that the background actor submits to the Producer a request for reimbursement with appropriate receipts within thirty (30) days after incurring the costs."

* * *

- iii. *Modify Section 19(e) of Schedule X, Part I and Section 19.E. of Schedule X, Part II as follows:*

"[(e)/E.] Motorcycle

"A background actor who is directed to and who does report with a motorcycle, other than a police motorcycle, shall be paid a

motorcycle allowance of \$37.50 per day (\$41.25 per day effective July 1, 2027)."

- iv. *Modify Section 19(f) of Schedule X, Part I and Section 19.F. of Schedule X, Part II as follows:*

"[(f)/F.] Police Motorcycle

"A background actor who is directed to report and does report with a police motorcycle shall be paid a police motorcycle allowance of \$50.00 per day (\$55.00 per day effective July 1, 2027)."

h. **Submission for Employment (Union Proposal No. 3.l.)**

Add the following language to Preference of Employment, Schedule X, Part I, Section 42 and Schedule X, Part II, Section 43:

"Producer agrees that it or its designated casting agency may not charge a fee for a registered background actor to access any casting notice, breakdown or other information relating to a casting call."

i. **Late Fees (Union Proposal No. 3.m.)**

- i. *Modify the Payment Requirements of Schedule X, Part I, Section 46(a) as follows:*

“(a) In the event that Producer fails to postmark a background actor's paycheck on the regular pay day, as provided in Section 21, there shall be a ~~\$3.00~~\$5.00 per day late payment charge paid to such background actor, commencing to accrue on the day following the day of default for a period not to exceed twenty-five (25) days, excluding Saturdays, Sundays and holidays, to a maximum of ~~\$75~~\$125 per violation. Such late payment charge shall be in addition to any and all other remedies which the Union may have against Producer or its designated casting agency under this Schedule.

- ii. *Modify the first paragraph of Payment Requirements of Schedule X, Part II, Section 47 as follows:*

“If a background actor's pay check is not postmarked within seventy-two (72) hours from the end of a work day at the studio or nearby location or one hundred twenty (120) hours from the end of a work day at an overnight location, the background actor shall receive ~~three dollars (\$3.00)~~ five dollars (\$5.00) per day for every twenty-four (24) hour period (excluding Saturdays, Sundays and holidays) beyond the seventy-two (72) hours or one hundred twenty (120) hours, whichever is applicable, until the background actor is paid in full for the day in question.”

j. **Transportation After Night Work (Union Proposal No. 3.o.)**

Modify Section 35 of Schedule X, Part II as follows:

“35. TRANSPORTATION AFTER NIGHT WORK

“Any background actor required to work at night and not dismissed by 9:30 p.m. will be provided transportation by the Producer to the original pick-up point, ~~and to Grand Central Station and to one of three two~~ drop-off points selected by the Producer (~~namely, to Grand Central Station, either~~ Penn Station or Port Authority), unless the place of dismissal is within a zone bordered by 34th Street on the south, 57th Street on the north and 3rd Avenue and 8th Avenue on the east and west, respectively. Work time for all background actors shall end at the first drop-off point, regardless of the point at which the background actor is actually dropped off.”

k. **Stand-In Double Duty (Union Proposal No. 3.r.)**

Add a new Section 3(b)(6) of Schedule X, Part I and a new Section 3.A.(6) of Schedule X, Part II as follows:

“(6) Effective [insert date that is July 1, 2026 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], a stand-in shall receive an adjustment of \$27.00 for any day on which the stand-in also performs general background actor work, and a background actor shall receive an adjustment of \$27.00 for any day on which the background actor performs stand-in work.”

l. **Background Actors Reporting Very Early in NYC (Union Proposal No. 3.n.)**

The AMPTP and the Union shall enter into an Unpublished Sideletter as follows:

“Dear Duncan:

“During negotiations for the successor agreements to the 2023 SAG-AFTRA Codified Basic Agreement and 2023 SAG-AFTRA Television Agreement, the parties discussed the Union’s concerns regarding background actors working in New York City under Schedule X, Part II, who are required to report to work very early in the morning using public transportation. The parties agreed that to the extent a production has an established practice that addresses those circumstances, the production will continue to adhere to that practice, when practicable. The parties further agreed to eliminate all bargaining history from the aforementioned negotiations concerning the Union’s Proposal No. 3.o.

“Please signify your concurrence with the foregoing by executing this letter in the space reserved for your signature and returning same to me.”

m. **Nudity (Union Proposal No. 3.s)**

Add the following as a new subsection (j) to Section 17 of Schedule X, Part I and Schedule X, Part II:

"(j) A Producer may not request that a stand-in work nude or simulate sex acts."

7. Casting

a. **Casting Notices (Union Proposal No. 4.a.)**

i. *Revise Section 47.C of the CBA as follows:*

C. When a Producer conducts a casting call:

“(1) A performer may not be charged a fee for the performer to access any casting notice, breakdown or other information relating to the casting call; and

“(2) A performer may not be charged a fee for the performer to upload a headshot, reel, self-tape or to otherwise submit themselves for the role being cast. Headshots, reels and self-tapes may be subject to file size or numerical limits, provided such limits apply equally to all applicants.

“If a Producer utilizes a third-party casting service, the Producer shall inform the third-party casting service of the requirements of this Section 47, Paragraph C. The Producer may rely upon written affirmation from the third-party casting service that it will operate in compliance with this Section 47, Paragraph C, unless and until otherwise advised by the Union in writing.

“For the avoidance of doubt, any commission paid by a performer to a talent agent or any fee that may be charged to talent agents by a third-party casting service does not constitute a fee that is charged to the performer for purposes of subparagraphs (1) or (2). Likewise, any charge by a third-party casting service for optional ancillary services, such as the storage of headshots or reels on a platform, shall not constitute a fee that is charged to the performer for purposes of subparagraphs (1) or (2), provided that such fee is not required for the performer to access the casting notice, breakdown or other information relating to the casting call, or to upload a headshot, reel, self-tape or to otherwise submit themselves for the role being cast.

“In the event a performer is asked to pay a fee to access casting materials described in subparagraph (1) above or to upload a headshot, reel, self-tape or otherwise make a submission for the role being cast, the

performer or the Union should contact the casting director before paying the fee to obtain information on how to access the casting materials or submit for the role free of charge.

“In considering candidates for a role, Producer shall not give preferential treatment to any performer on the basis of whether the performer has paid a subscription fee to a casting service to access casting materials or paid a fee to a casting service to submit for a role. Sorting submissions by alphabetical order or randomly shall satisfy the foregoing obligation to refrain from giving preferential treatment.”

ii. *Add an Unpublished Sideletter to the Agreements as follows:*

“During the negotiations for the 2026 SAG-AFTRA Codified Basic Agreement and Television Agreement, the parties discussed SAG-AFTRA's concerns about the possibility of third-party casting services requiring performers to agree to terms of service that permit the service to use materials submitted by performers in a manner inconsistent with the artificial intelligence provisions of the Agreements.

“If the union notifies the AMPTP that a casting service has implemented such terms, the AMPTP will discuss SAG-AFTRA's concerns and, if appropriate, join with the union in discussing such concerns with the casting service.”

b. Casting Notices in Different Geographic Markets (Union Proposal No. 4.b.)

Add a new subsection H. to Section 47 ("Casting") of the General Provisions of the Codified Basic Agreement as follows:

"All casting notices for a particular role available concurrently in multiple geographic markets must seek to fill the role at the same level regardless of the market. For example, a casting notice for the same role may not indicate 'guest star' in a notice issued in Los Angeles, but 'co-star' in a notice available concurrently in Atlanta. For clarity, the foregoing shall not restrict a Producer from later updating the level of role sought provided that the level is updated in all available notices in all markets."

c. Use of Interview or Audition Recordings (Union Proposal No. 4.c.)

Add a new subsection I. to Section 47 ("Casting") of the General Provisions of the CBA as follows (to mirror the existing protections in Section 47.D.(10) for self-tapes and Section 47.E.(7)(b) for virtual interviews and auditions):

"Except as set forth in the following sentence, Producer's rights to any recording that is made of an interview or audition, including a self-tape, are limited to use for casting purposes. Producer may not make any recording of an interview or

audition available publicly without the prior written consent of the performer, which must be obtained at the time of use."

d. **Virtual Interviews or Auditions (Union Proposal No. 4.g.)**

i. *Modify Section 47.D.(11) of the General Provisions of the CBA as follows:*

"(11) The Producer shall also provide an opportunity to interview for the role virtually (*e.g.*, over Zoom) (or in person, at the Producer's election) in lieu of a self-tape by making available a window of time (scheduled at the Producer's discretion) for performers to interview on a first-come, first-serve basis. In scheduling interviews during the window, the Producer shall make reasonable accommodations for performers with disabilities and senior performers, and shall consider sleep schedules for minors. Virtual interviews conducted under this subparagraph (11) are subject to Paragraph E. below.

"To the extent the Union has reason to believe a Producer is not making good faith efforts to schedule a sufficient window of time for interviews as described in the preceding paragraph, it may contact the Producer to discuss its concerns on a case-by-case basis.

"In casting series regulars, recurring roles, Major Role Performers, Modified Deal Performers and Modified Guest Performers, Producer will make good faith efforts to accommodate each performer invited by Producer to submit a self-tape who specifically requests to interview for the role virtually (or in person, at the Producer's election). Directions for requesting/scheduling the virtual (or in person) interview shall be included in the self-tape request. It is understood that casting schedules and production exigencies may not permit such opportunities to be provided to each such performer.

"The Union agrees to a six (6) month moratorium on claims arising out of this Section 47.D.(11), commencing [*insert date that is July 1, 2026 or the first Sunday following business day on which the AMPTP receives notice of ratification, whichever is later*]. Thereafter, this Section 47.D.(11) shall be subject to the Conciliation Committee process outlined in Section 47.E.

"This subparagraph (11) shall expire on June 30, ~~2030~~ ~~2026~~ and shall be of no further force and effect thereafter."

8. Choreographers (Union Proposal No. 5)

Add a new Schedule J, Part II ("Choreographers") to provide the following:

"7. CHOREOGRAPHERS

- "A. Definition: Persons employed as a choreographer, including as an assistant choreographer, of dancers.
- "B. Engagement of choreographers is in the sole discretion of Producer; there is no mandatory minimum staffing of choreographers.
- "C. Rates for choreographers shall be subject to individual negotiation between the choreographer and Producer.
- "D. Choreographers shall be entitled to rest periods and meal periods when working on-set and travel pursuant to Schedule J, Part I, incorporating by reference Schedule A for daily hires and Schedule B for weekly hires.
- "E. Choreographers also shall be subject to the following provisions of Schedule J, Part I, Section 6: D(1), D(2), D(4), D(5), D(6), E.
- "F. The Producers shall make pension and health contributions to the SAG-AFTRA Health Plan, the SAG-Producer Pension Plan and the AFTRA Retirement Fund, as applicable (the "Plans"), on behalf of all individuals employed by a Producer in the United States on a motion picture covered under the Codified Basic Agreement or Television Agreement, as applicable, as Choreographers and Assistant Choreographers, regardless of whether such Choreographers or Assistant Choreographers have previously had contributions made on their behalf.

Contributions will be made on the basis of the applicable solo/duo dancer rate as provided in Section 3 of Schedule J, Part I (including, for clarity, contributions to IACF), except that contributions for a Choreographer or Assistant Choreographer also engaged in another category covered under the Agreement shall be made on the basis of either the applicable solo/duo dancer rate or the compensation for the engagement in such other category, whichever is greater. Contributions shall be subject to the same caps as under Section 34 of the Codified Basic Agreement or Section 22 of the Television Agreement, including Sideletter K thereto.

- "G. The bargaining parties agree to recommend to the trustees of the Plans that they modify the Trust Agreements for the Plans to accept contributions made on behalf of Choreographers and Assistant Choreographers on the foregoing basis.

"H. The foregoing shall be subject to review by the Plans' attorneys and confirmation that this change will not adversely affect the tax-exempt status of the Plans or the deductibility of employer contributions."

9. Dancers (Union Proposal No. 7)

a. Group Rates (Union Proposal No. 7.a.)

Eliminate the daily and weekly "Group 9+" dancer rates in Section 3 of Schedule J, Section 2 of the Television Agreement, Paragraph 5 of Appendix A of the Television Agreement and Paragraphs 1 and 4 of Appendix B of the Television Agreement. The "Group 3-8" rate will become the "Group 3+" rate.

b. Hazardous Activity Definition (Union Proposal Nos. 7.c., 7.b. and 7.d.)

i. *Modify Section 6.B. of Schedule J as follows:*

"B. The compensation payable to a dancer for a hazardous activity shall be ~~\$100~~\$110.00 per day, with a minimum of ~~\$125~~\$135.00 if only one (1) day's services is rendered. 'Wire flying' shall in all instances be considered 'hazardous.' In addition, the parties agree that, under certain circumstances, the following work could meet the definition of 'hazardous activity:'"

c. Cooperative Committee (Union Proposal No. 7.e.ii)

Parties agree to convene a cooperative, off-the-record meeting attended by all the major studios and Producers to discuss safe rehearsal and performance working conditions for dancers. During this meeting, the parties shall discuss what should be considered resilient flooring and other circumstances which could meet the definition of "hazardous performance." This meeting shall occur during the term of the 2026-Codified Basic Agreement and the Television Agreement.

10. Data Transparency (Union Proposal No. 8)

Modify the language of the 2023 Data Transparency letter agreement as follows:

"Commencing January 1, 2027~~[the date that is the start of the first calendar quarter following the AMPTP's receipt of notice of ratification of the 2023 Codified Basic Agreement and Television Agreement ("2023 Agreements")]~~, and subject to a confidentiality agreement satisfactory to the related/affiliated SVOD service, the related/affiliated SVOD service shall, within ninety (90) days ~~of the expiration after~~ January 1 and July 1 of each calendar ~~year~~quarter, provide the following information for each High Budget SVOD Program ~~and made-for-TV television Program that is released to the related/affiliated SVOD service within 24 hours of its original telecast covered under the 2023~~2026 Codified Basic Agreement and Television Agreements or any prior agreement that was made for that related/affiliated SVOD service:

"the total number of hours streamed on the related/affiliated SVOD service in the United States and Canada ~~during the preceding calendar quarter~~ during the first ninety (90) days of its availability on the service (for any Program for which such ninety (90) day period ended during the six (6) months preceding the January 1 or July 1 reporting date);

"the total number of hours streamed outside the United States and Canada ~~during the preceding calendar quarter~~ during the first ninety (90) days of its availability on the service (for any Program for which such ninety (90) day period ended during the six (6) months preceding the January 1 or July 1 reporting date), to the extent such information is available to the related/affiliated SVOD service; and

"the running time of the High Budget SVOD Program."

* * *

11. **Project Information (Union Proposal No. 9)**

Modify Section 59 of the General Provisions of the CBA as follows:

"59. PROJECT INFORMATION

* * *

"The Producer shall furnish a notice containing the following information to a designated representative of the Union at or prior to the time that the Producer clears performers through Station 12 on each theatrical motion picture, long-form television motion picture, one-time program, ~~and~~ episodic series and multi-part closed-end picture:

"- the name, address and telephone number of the production company;

"- the type of production involved^[fn]

* * *

^[fn] For multi-part closed-end pictures and episodic series, the Producer shall identify which of the two designations apply. The Producer shall not use any other term (e.g., 'Limited Series')."

12. **New Media License Inspections Confidentiality Agreement (Union Proposal No. 10.a)**

Within 60 days of the effective date of the Codified Basic Agreement, the AMPTP shall meet with counsel for SAG-AFTRA to discuss modifications and updates to the terms of the form Confidentiality Agreement governing new media license agreement inspections.

13. **Disability Accommodations** (Union Proposal No. 11.d)

Add the following as a new subsection (f) to Section 26.A.(6) of the General Provisions of the CBA, a new subsection (k) to Section 44 of Schedule X, Part I and a new subsection J. to Section 45 of Schedule X, Part II (and make conforming changes by renumbering the remaining subsections accordingly):

"Prior to the first day of employment, when practicable, Producer will provide performers [background actors], in writing, information for requesting disability accommodations. In circumstances when it is not practicable to do so prior to the first day of employment, Producer will provide such information at the first opportunity. The Producer may fulfill this obligation by providing the appropriate contact information in the performer's [background actor's] start paperwork or other paperwork provided by the Producer or its designee."

14. **Accessible Changing Areas** (Union Proposal No. 11.f)

During negotiations for the 2026 Codified Basic Agreement and Television Agreement, the Union raised a number of issues experienced by performers and background actors with disabilities requesting accommodation. The parties agree to form a committee during the term of the 2026 Codified Basic Agreement and Television Agreement to discuss accessible casting practices and accessible sets and whether any bulletins could be issued to improve the experiences of performers and background actors requesting accommodation in the industry. At the request of the Union, the committee will meet by November 1, 2026.

15. **Financial Assurances** (Union Proposal No. 13)

Update Section 6 of the CBA and Section 21 of the Television Agreement as reflected in the attached Attachment C.

16. **Fittings**

a. **Fittings Money Break** (Union Proposal No. 14.a.)

Modify Section 16.A.(2) of Schedule A of the CBA as follows:

"(2) Fittings on a day prior to work:

"When a day performer is fitted on a day prior to the day on which the day performer works, the day performer shall be entitled to one (1) hour minimum pay for each call. Additional time shall be paid for in fifteen (15) minute units. Day performers receiving ~~over \$1,400~~ \$1,500.00 or more per day (~~over \$1,500.00~~ \$1,700.00 or more per day with respect to contracts entered into on or after ~~December 10, 2023~~ [insert date that is July 1, 2026 or the first Sunday after

the business day on which the AMPTP receives notice of ratification, whichever is later]) shall not be entitled to any compensation for such fittings."

b. **Minimum Call for Background Actor Fitting (Union Proposal No. 14.c.)**

Modify Section 13(a) of Schedule X, Part I and Section 13.A. of Schedule X, Part II as follows:

"13. COSTUME FITTINGS

"Background actors fitted at a place designated by the Producer shall be paid as follows:

"[(a)/A.] If on a day prior to the work call, ~~a quarter-check pay~~ for two (2) three (3) hours of time; additional time shall be paid for at the hourly rate in units of thirty (30) minutes."

17. **Contact Lenses (Union Proposal No. 15.b.)**

a. *Add a new Section 35.F. to the General Provisions of the Codified Basic Agreement as follows:*

"F. Specialized Contact Lenses When Required by Producer

"Should Producer require a performer to wear specialized contact lenses for purposes of the production, the Producer shall make arrangements to obtain personalized lens measurements for the performer. The performer may only be required to wear specialized contact lenses suitable to those measurements. Time spent obtaining the lens measurements shall be treated in the same manner as time spent in a wardrobe fitting."

b. *Add a new Section 13.1. to Schedule X, Part I and Schedule X, Part II, to provide as follows:*

"13.1. SPECIALIZED CONTACT LENSES WHEN REQUIRED BY PRODUCER

"Should Producer require a background actor to wear specialized contact lenses for purposes of the production, the Producer shall make arrangements to obtain personalized lens measurements for the background actor. The background actor may only be required to wear specialized contact lenses suitable to those measurements. Time spent obtaining the lens measurements shall be treated in the same manner as time spent in a costume fitting."

18. **Holidays**

a. **Premium for Work After Midnight on a Holiday (Union Proposal No. 16 and Union Proposal No. 3.h.)**

- i. *Modify Section 11 of Schedule B of the Codified Basic Agreement (with conforming changes to Section 9 of Schedule E, Section 11 of Schedule C and Section 6 of Schedule H-I):*

"11. HOURS PER DAY; WORK PAST MIDNIGHT

"If the performer is working at midnight of any day, then the hours of work for such day shall be computed until the performer has been dismissed subsequent to midnight, subject to all exceptions and deductions provided for in this Schedule. Hours of work for the following day shall, except as otherwise provided in this Schedule, be computed from the time that the performer, after having been so dismissed subsequent to midnight, is next required to and does report. Nothing herein shall derogate from the rule that when a freelance performer works after 12:01 a.m. of any day, the freelance performer has worked on that day for the purpose of the studio five (5) day week or overnight location six (6) day week, whichever is applicable; however, no premium shall be payable by reason of working past midnight into a premium day in that circumstance (i.e., working past midnight into the sixth or seventh day worked in the performer's ~~workweek or a holiday~~). In the event that a freelance performer works after 12:01 a.m. of any day into a holiday, a maximum of double time shall be paid for the time worked past 12:01 a.m. on the holiday.

"Daily overtime shall only commence to accrue after ten (10) hours of work time, as more particularly provided in Section 13 hereof. There shall be no compounding of overtime."

- ii. *Modify Section 8 (HOURS PER DAY) of Schedule A of the Codified Basic Agreement as follows:*

"The salary agreed upon shall be compensation in full to the day performer for eight (8) hours of work, but such compensation, if otherwise due, shall be paid to the performer even though eight (8) hours of work is not required of the performer by the Producer.

"If the performer is working at midnight of any day, then the performer's hours of work for such day shall be computed until the performer has been dismissed subsequent to midnight, subject to all exceptions and deductions provided for in this Schedule. Hours of work for the following day shall, except as otherwise provided in this Schedule, be computed from the time the performer, after having been so dismissed subsequent to midnight, is required to and does report.

"In the event that a performer works after 12:01 a.m. of any day into a holiday, a maximum of double time shall be paid for the time worked past 12:01 a.m. on the holiday. There shall be no compounding of overtime."

- iii. *Add the following language to Six (6) Or Seven (7) Consecutive Days In A Workweek; Holidays, Section 24(c)(3) of Schedule X, Part I and Section 25.C.(3) of Schedule X, Part II.*

"(3) Provisions for Holidays Worked:

"(a) Double daily wage.

"(b) When the background actor's work call commences on the day prior to a holiday and continues past midnight into the holiday, double the applicable hourly wage shall be paid for all time worked on the actual holiday."

- b. **Holidays for Productions Shooting Outside the U.S. (Producers' Proposal No. 19)**

Modify all Schedules and Television Agreement, Section 74(a) (and make conforming changes) to include an automatic one for one holiday swap for productions shooting overseas as follows:

"For productions shooting outside the United States, the Producer may, on a one-to-one basis, exchange the referenced holidays listed above (excluding Christmas) with foreign holiday(s) observed at the location, provided that in each instance, both the foreign holiday and the United States holiday are within sixty (60) days from one another and are within the performer's period of engagement at such location, provided the Producer gives notice to the performer and the Union as soon as practicable but no less than two (2) weeks prior to the first of the two holidays, unless the performer has been employed fewer than two (2) weeks prior to the first of the two holidays, in which case the Producer will provide notice to the performer at the time of hire."

19. **Intimacy Coordinators (Union Proposal No. 17.a.)**

- a. The parties agree to form a committee during the term of the 2026 Codified Basic Agreement and Television Agreement to explore the feasibility of developing an industry-wide resource for conducting background checks of Intimacy Coordinators. It is understood that any such industry-wide resource shall not serve as an exclusive hiring list. At the request of the Union, the committee will meet by November 1, 2026.

- b. *Add a new Paragraph (j) to Section 17 of Schedule X, Part I and a new Paragraph J. to Section 17 of Schedule X, Part II as follows:*

“[(j)/J.] Producer will use best efforts to engage an Intimacy Coordinator for scenes involving nudity or sex acts.

“When Producer has engaged an Intimacy Coordinator, background actors may request access to the Intimacy Coordinator, and Producer shall not retaliate against the background actor for such request.”

20. **Performer Late Payment Charges (Union Proposal No. 18)**

Modify the first paragraph of Section 31.B.(2) of the General Provisions of the Codified Basic Agreement (with conforming changes to Section 27(b)(2) of the Television Agreement) as follows:

"(2) There shall be a \$10 per day per performer late payment charge, excluding Saturdays, Sundays and holidays, for late payment applicable to all Schedules from the time payment becomes due (excluding *bona fide* emergencies of which the Union shall be given prompt notice within the time specified for payment hereunder), for a period not to exceed twenty (~~2025~~) days, excluding Saturdays, Sundays and holidays, to a maximum of ~~\$200~~\$250 per violation.

21. **Major Role Performers (Union Proposal No. 20)**

- a. *Modify the second paragraph of Section 2.(c) of the Television Agreement as follows:*

~~"Except for a performer employed under the day performer exception referred to in the following paragraph, a~~ performer employed under a freelance contract to perform a 'major role,' as defined below, in an episode of a television series shall be paid no less than an amount equal to the daily minimum rate increased by ten percent (10%) multiplied by the number of days for which the performer is entitled to compensation pursuant to this Agreement.

- b. *Modify paragraph (2) of Sideletter C of the Television Agreement as follows:*

"(2) The salary rates for a 'major role' performer, other than one employed under the day performer exception, are as follows."^[footnote omitted]

* * *

"The salary rate for a 'major role' performer employed under the day performer exception is [insert rate that is the then-current day performer minimum, increased by ten percent (10%)]."

22. **Meals**

a. **Walkaway Meals (Union Proposal No. 21.a. and No. 3.j.)**

- i. *Add a new Section C to Schedule A, Section 13 with conforming changes to Schedule B, Section 17; Schedule C, Section 17; Schedule E, Section 15; Schedule F, Section 10; and TVA, Section 28, as follows:*

"In the event that a production does not intend to provide food for performers (i.e., a meal will be a 'walkaway meal'), Producer shall notify all performers the night prior to their scheduled work day. Notice on the call sheet shall be sufficient. This provision is not intended to and does not modify the circumstances in which a production is or is not required to provide food to performers. Inadvertent failure to provide this notice shall not be deemed a violation of this Agreement."

- ii. *Add a new subsection (f) to Section 29 of Schedule X Part I and a new subsection F. to Section 30 of Schedule X, Part II, as follows:*

"In the event that a production does not intend to provide food for background actors (i.e., a meal will be a 'walkaway meal'), Producer shall notify all background actors the night prior to their scheduled work day. This provision is not intended to and does not modify the circumstances in which a production is or is not required to provide food to background actors. Inadvertent failure to provide this notice shall not be deemed a violation of this Agreement."

b. **Meal Penalties (Union Proposal No. 21.b. and No. 3.k.)**

- i. *Modify CBA, Schedule A, Section 13.B. with conforming changes to Schedule B, Section 17.B.; Schedule C, Section 17.B.; Schedule E, Section 15.B.; Schedule F, Section 10.B.; and Television Agreement, Section 28 as follows:*

"B. The following amounts shall be paid to performers for meal period violations:

- | | | |
|-----|--|-----------------------|
| (1) | For the first one-half (½) hour or fraction thereof: | \$25.00 per performer |
| (2) | For the second one-half (½) hour or fraction thereof: | \$35.00 per performer |
| (3) | For the third one-half (½) hour and each additional fourth <u>fourth</u> one-half (½) hour or fraction thereof: | \$50.00 per performer |

(4) For the fifth one-half (½) hour
and each additional one-half (½)
hour or fraction thereof: \$75.00 per performer"

ii. *Modify Schedule X-I, Section 29(e) and Schedule X-II, Section 30.E. as follows:*

"(e) Violation of Meal Period Provisions

"The meal period penalty to be paid to all background actors on a particular production who are entitled to such penalty for any violation of the foregoing meal period provisions shall be computed as follows:

"First one-half (½) hour meal delay or fraction
"thereof \$ 7.50

"Second one-half (½) hour meal delay or fraction
"thereof \$ 10.00

"Third and ~~each succeeding~~ fourth one-half (½) hour meal
"delay or fraction thereof \$ 12.50

"Fifth and each succeeding one-half (½) hour meal
"delay or fraction thereof \$ 15.00"

23. **Modified Deal Performer and Modified Guest Performer (Union Proposal No. 22 and Producers' Proposal No. 13)**

a. Overall Production Period (Union Proposal No. 22.a.)

Modify Sections 4.1(a) and (b) of the Television Agreement as follows:

"(a) ... Under a Modified Deal Performer contract, total work time may not exceed ten (10) days times the number of episodes or parts guaranteed, as applicable, and the overall production period may not exceed thirty (30) calendar days times the number of episodes or parts guaranteed, as applicable, provided that for a contract entered into on or after [insert date that is September 1, 2026 or the first Sunday that is 90 days after the business day on which the AMPTP receives notice of ratification, whichever is later] the overall production period may not exceed one hundred and eighty (180) calendar days regardless of the number of episodes guaranteed..."

"(b) ... Under a Modified Guest Performer contract, total work time may not exceed eight (8) days times the number of episodes or parts guaranteed, as applicable, and the overall production period may not exceed twenty-three (23) calendar days times the number of episodes or parts guaranteed, as applicable, provided that for a contract entered into on or after [insert date that is September

1, 2026 or the first Sunday that is 90 days after the business day on which the AMPTP receives notice of ratification, whichever is later] the overall production period may not exceed one hundred and eighty (180) calendar days regardless of the number of episodes guaranteed..."

b. **Definition of Modified Deal and Guest Performers for One-Half Hour Series (Producers' Proposal No. 13)**

Modify the definitions of a "Modified Deal Performer" and "Modified Guest Performer" to allow the Producer to elect the following for one-half hour episodic series (for the avoidance of doubt, a Producer may still elect to apply the current "Modified Deal Performer" and "Modified Guest Performer" provisions to one-half hour episodic series):

- i. A Modified Deal Performer includes a performer guaranteed \$19,846 *[subject to any agreed-upon general wage increases in each year of the Agreement]* per one-half hour episode for a production period of eight (8) workdays over a twenty-four (24) day calendar period, provided that the overall production period may not exceed one hundred and forty-four days (144); and
- ii. A Modified Guest Performer includes a performer guaranteed \$12,889 *[subject to any agreed-upon general wage increases in each year of the Agreement]* per one-half hour episode for a production period of six (6) workdays over a eighteen (18) day calendar period, provided that the overall production period may not exceed one hundred and forty-four days (144).

c. **Applicable Rates for Modified Deal Performers and Modified Guest Performers (Union Proposal No. 22.c.)**

The minimum rates for Modified Deal Performers and Modified Guest Performers are as follows:

	<u>07/1/25 - 06/30/26</u>	<u>07/1/26 -06/30/27</u>	<u>07/1/27 -06/30/28</u>	<u>07/1/28 -06/30/29</u>	<u>07/1/29 -06/30/30</u>
<u>Modified Deal Performer</u>	<u>\$24,807</u>	<u>\$25,551</u>	<u>\$26,318</u>	<u>\$27,108</u>	<u>\$27,921</u>
<u>Modified Guest Performer</u>	<u>16,124</u>	<u>16,608</u>	<u>17,106</u>	<u>17,619</u>	<u>18,148</u>
<u>Modified Deal Performer (Option for One-Half Hour Series)</u>		<u>20,441</u>	<u>21,054</u>	<u>21,686</u>	<u>22,337</u>

<u>Modified Guest Performer (Option for One-Half Hour Series)</u>		<u>13,276</u>	<u>13,674</u>	<u>14,084</u>	<u>14,507</u>
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For one-half hour series, Producers may choose whether to use the one-hour rates or the one-half hour rates.

24. **Money Breaks and Schedule Breaks (Union Proposal No. 24)**

a. **Overtime Money Break (Union Proposal No. 24.a.i.)**

Modify Television Agreement, Section 25 as follows:

“(a) Except as otherwise provided in this Agreement, overtime for performers employed in television motion pictures shall be computed and paid pursuant to the applicable Schedule of the Producer – SAG-AFTRA Codified Basic Agreement. ~~As to services rendered on and after November 9, 2023, The~~ money break for overtime for day performers shall be two (2) times the day performer minimum rate.

“(b) (1) Three-day contract performers whose guaranteed salary is ~~more than \$3,150~~ \$3,800 or more for three (3) days of employment shall be paid daily overtime at double time for each hour or portion thereof worked in excess of ten (10) hours on any day, figured on the basis of ~~\$3,150~~ \$3,800.

“(2) Weekly, series, term and all other performers in any category (other than stunt performers employed under a multiple picture weekly contract) whose guaranteed weekly salary is ~~more than \$4,400~~ \$5,200 or more per week (\$5,750 or more per week effective July 1, 2028) shall be paid daily overtime at double time for each hour or portion thereof worked in excess of ten (10) hours on any day, figured on the basis of ~~\$4,400~~ \$5,200 per week (\$5,750 or more per week effective July 1, 2028).

“(3) Stunt performers employed under a multiple picture weekly contract whose guaranteed weekly salary is \$5,300 or more per week (\$5,750 or more per week effective July 1, 2027 and \$6,200 or more per week effective July 1, 2029), shall be paid daily overtime at double time for each hour or portion thereof worked in excess of ten (10) hours on any day, figured on the basis of \$5,300 or more per week (\$5,750 or more per week effective July 1, 2027 and \$6,200 or more per week effective July 1, 2029).

“For the purpose of this subsection (b), one hour of pay at double time shall be:

	For Hours Worked in Excess of <u>Ten (10) Hours in Any Day</u> Double Time Rate
All performers (other than stunt performers employed under a multiple picture weekly contract) employed at a weekly salary in excess of \$4,400 <u>\$5,200 or more (\$5,750 or more per week effective July 1, 2028):</u>	\$200 <u>\$236 (\$261 effective July 1, 2028)</u>
All performers employed under a single three-day contract with guaranteed salary in excess of \$3,150 <u>\$3,800 or more</u> for three (3) days' employment:	\$263 <u>\$317</u>
<u>Stunt performers employed under a multiple picture weekly contract employed at a weekly salary of \$5,300 or more per week (\$5,750 or more per week effective July 1, 2027 and \$6,200 or more per week effective July 1, 2029):</u>	<u>\$241 (\$261 effective July 1, 2027 and \$282 effective July 1, 2029)</u>

“Any such performer whose individual employment contract contains a provision giving such performer a percentage or other participation in the receipts, revenues or profits of a television picture shall be paid the required overtime at the time of employment; provided, however, such performer may agree in the performer's employment contract that the overtime payments so made may be credited against such participations when and if received by the performer.

“(c) The following provisions shall apply with respect only to freelance weekly, series and term contract performers (other than stunt performers employed under a multiple picture weekly contract) receiving salaries of \$4,400 less than \$5,200 per week (less than \$5,750 per week effective July 1, 2028) or less and to stunt performers employed under a multiple picture weekly contract receiving salaries less than \$5,300 per week (less than \$5,750 per week effective July 1, 2027 and less than \$6,200 per week effective July 1, 2029) in lieu of the overtime provisions set forth in such Schedules:

“(1) Weekly Freelance and Series Performers Receiving Salaries of ~~\$4,400~~ Less Than \$5,200 Per Week (Less Than \$5,750 Per Week Effective July 1, 2028) or Less and Stunt Performers Employed Under a Multiple Picture Weekly Contract Receiving Salaries of Less Than \$5,300 Per Week (Less Than \$5,750 Per Week Effective July 1, 2027 and Less Than \$6,200 Per Week Effective July 1, 2029):”

b. **Wardrobe/Make-up Test Money Break (Union Proposal No. 24.a.ii.)**

Modify CBA, Schedule A, Section 16.B.(2)(b) as follows:

"(b) Tests on day prior to work:

"When a day performer is given a make-up or wardrobe test on a day prior to the day on which the day performer works, the day performer shall be entitled to one (1) hour minimum pay for each call. Additional time shall be paid for in fifteen (15) minute units. Day performers receiving over \$1,200 \$1,500 or more per day shall not be entitled to any compensation for such tests."

c. **Use of a Double (Union Proposal No. 24.a.iii and Producers' Proposal No. 20.)**

Modify CBA, Schedule A, Section 26 (and make conforming changes, including but not limited to [Schedules that incorporate Schedule A]) as follows:

"36. USE OF A 'DOUBLE'

"The provisions of Section 36 of Schedule B shall apply to day performers employed at or above a salary of ~~\$1,300.00~~ \$1,600.00 per day."

d. **Schedule Breaks (Union Proposal No. 24.b.)**

Modify the Schedule break for Schedules B, C, G-II, H-II and H-III for contracts entered into on or after July 1, 2027 by modifying Section 11.A. of the General

Provisions of the Codified Basic Agreement as follows (and make conforming changes to the applicable Schedules):

“Schedule B -- Television freelance performers whose weekly guaranteed salary is \$5,150 or less per week (\$5,300 or less per week for contracts entered into on or after July 1, 2027) and who are guaranteed less than \$32,000 per television picture (less than \$37,500 per television picture on a one-half (½) hour television picture for contracts entered into on or after December 8, 2024 or less than \$45,000 per television picture on a one (1) hour or longer television picture for contracts entered into on or after December 8, 2024) and theatrical freelance performers whose weekly guaranteed salary is \$6,350 or less per week (\$6,500 or less per week for contracts entered into on or after July 1, 2027) and who are guaranteed less than \$65,000 per theatrical picture (less than \$80,000 per theatrical picture for contracts entered into on or after December 8, 2024).

“Schedule C -- Television freelance performers whose weekly guaranteed salary is more than \$5,150 per week (\$5,300 per week for contracts entered into on or after July 1, 2027) and who are guaranteed less than \$32,000 per television picture (less than \$37,500 per television picture on a one-half (½) hour television picture for contracts entered into on or after December 8, 2024 or less than \$45,000 per television picture on a one (1) hour or longer television picture for contracts entered into on or after December 8, 2024) and theatrical freelance performers whose weekly guaranteed salary is more than \$6,350 per week (\$6,500 per week for contracts entered into on or after July 1, 2027) and who are guaranteed less than \$65,000 per theatrical picture (less than \$80,000 per theatrical picture for contracts entered into on or after December 8, 2024).”

* * *

“Schedule G-I -- Professional singers employed by the day.

“Schedule G-II -- Professional singers employed by the week on television at \$5,150 or less per week (\$5,300 or less per week for contracts entered into on or after July 1, 2027) and professional singers employed by the week on theatrical productions at \$6,200 or less per week (\$6,350 or less per week for contracts entered into on or after December 8, 2024; \$6,500 or less per week for contracts entered into on or after July 1, 2027).

“Schedule H, Part I -- Stunt performers employed by the day.

“Schedule H, Part II -- Stunt performers employed by the week on television at \$5,150 or less per week (\$5,300 or less per week for contracts entered into on or after July 1, 2027), stunt performers employed on television under a multiple picture weekly contract at \$5,150 or less per week (\$5,500 or less per week for contracts entered into on or after [insert date that is July 1, 2026 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]; and \$5,900 or less per week for contracts entered into on or after July 1, 2028) and stunt performers employed by the week on theatrical productions at \$6,200 or less per week (\$6,350 or less per

week for contracts entered into on or after December 8, 2024; \$6,500 or less per week for contracts entered into on or after July 1, 2027).

“Schedule H, Part III -- Stunt performers employed by the week on television at more than \$5,150 per week (\$5,300 per week for contracts entered into on or after July 1, 2027), stunt performers employed on television under a multiple picture weekly contract at more than \$5,150 per week (more than \$5,500 per week for contracts entered into on or after *[insert date that is July 1, 2026 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*; and more than \$5,900 per week for contracts entered into on or after July 1, 2028) and stunt performers employed by the week on theatrical productions at more than \$6,200 per week (more than \$6,350 per week for contracts entered into on or after December 8, 2024; more than \$6,500 per week for contracts entered into on or after July 1, 2027).”

25. High Budget AVOD and Other Than “High Budget” New Media Programs (Union Proposal No. 27.c. and No. 27.d.)

- a. *Update the "lag" terms in Paragraphs F.3.(b), (c), (d), (e) and (f) of Sideletter H to the Television Agreement and Sideletter 21 to the CBA to lag to the 2023 Agreements rather than the 2020 Agreements, as follows:*

"3. Other Terms and Conditions

"Except as otherwise provided herein, the terms and conditions applicable to High Budget AVOD Programs shall be those applicable under the Producer – SAG-AFTRA Codified Basic Agreement of ~~2023~~2026 and the ~~2023~~2026 SAG-AFTRA Television Agreement to dramatic programs made for basic cable, subject to the following clarifications and modifications:

* * *

"(b) The Schedule breaks shall be those in the Producer – SAG-AFTRA Codified Basic Agreement of ~~2020-2023~~ as of June 30, 2023.

"(c) The salary thresholds in Section 14(b) shall be those in the ~~2020~~ 2023 SAG-AFTRA Television Agreement.

"(d) The provisions of Section 18(d) and Section 19(d) of the ~~2020~~ 2023 SAG-AFTRA Television Agreement shall apply in lieu of Section 18(d) and Section 19(d) of the ~~2023~~2026 SAG-AFTRA Television Agreement.

"It is understood that the advance payment of residuals provision in Section 18(d) of the Television Agreement allows the crediting of all residuals payable for the reuse of a High Budget AVOD Program (other than residuals under Section 18(b)(2)g) concerning

broadcast syndication sales of a High Budget AVOD Program), regardless of whether the residuals are a fixed or percentage payment.

"(e) The provisions of Section 23 of the ~~2020-2023~~ SAG-AFTRA Television Agreement ~~as of July 1, 2020~~ shall apply in lieu of Section 23 of the ~~2023-2026~~ SAG-AFTRA Television Agreement.

"(f) The provisions of Section 24 of the ~~2020-2023~~ SAG-AFTRA Television Agreement shall apply in lieu of Section 24 of the 2023 SAG-AFTRA Television Agreement."

* * *

b. Non-High Budget New Media Programs (U-27.d.)

- i. Add General Provisions, Section 50 (Employment of Minors) to Paragraph B.2.(a) and D.2.(a) of Sideletter 21 of the Codified Basic Agreement and Sideletter H of the Television Agreement.
- ii. Add Section 68 (Employment of Minors) of Schedule X, Part I and Section 64 (Employment of Minors) of Schedule X, Part II to Paragraph B.2.(b) and D.2.(b) of Sideletter 21 of the Codified Basic Agreement and Sideletter H of the Television Agreement.

26. New Media Inspections (Union Proposal No. 27.e.)

Modify Section 4.B. (Agreements and Data) of Sideletter I of the Television Agreement and Sideletter 22 of the CBA (Reuse in New Media) as follows:

"...Producer shall provide for inspection by the Union's designated employee(s) or auditor(s), at Producer's premises where such data is kept, full access¹⁰ to all unredacted license, distribution, and other agreements pertaining to New Media exploitation of covered pictures that were entered into during the immediately preceding ~~six (6) months~~ inspection period. In any subsequent"

27. Vertical Programs (Union Proposal No. 27)

Add an Unpublished Sideletter to the CBA and TVA as follows:

"If an AMPTP member company produces 'Vertical Programs' on other than an experimental basis (which 'Vertical Programs' would otherwise be covered as an Original New Media Production under Sideletter 21 to the Codified Basic Agreement and Sideletter H to the Television Agreement), within thirty (30) calendar days of a request by the Union, the AMPTP shall meet with the Union to discuss whether it is appropriate to establish different minimum terms and conditions for those 'Vertical Programs,' taking into account the budgets, the manner of production, the market and other considerations

for the ‘Vertical Programs.’ Following such discussions, if the Union and the AMPTP disagree as to whether it is appropriate to establish different minimum terms and conditions at that time, the Union shall not be prohibited from publicly releasing suggestions that individuals should consider when individually negotiating the terms and conditions applicable to such work.

“A ‘Vertical Program’ is a special form of serialized, scripted dramatic programming that is produced in a compressed period of time for exhibition in a vertical (9:16) aspect ratio that is available to viewers in New Media via a mobile phone platform, typically with an aggregate running time of 60 to 90 minutes, and is exhibited in installments of approximately three (3) minutes or less per chapter. The foregoing does not apply to new media ‘shorts’ of the type historically produced by the Producers under Sideletter 21 to the Codified Basic Agreement and Sideletter H to the Television Agreement, regardless of whether those ‘shorts’ are distributed in a vertical aspect ratio.”

28. Paid Parental Leave (Union Proposal No. 28)

Add a new Section 34.1 (“Paid Parental Leave Fund”) to the General Provisions of the CBA and a new Section 22.2 (“Paid Parental Leave Fund”) to the TVA as follows:

“The parties agree to recommend to the Trustees of the SAG-AFTRA Health Plan to establish a Paid Parental Leave Fund to provide eligible employees with a paid leave benefit for the purpose of bonding with a newborn child, newly adopted child or newly placed foster child. The Paid Parental Leave Fund shall be jointly administered by the Trustees of the SAG-AFTRA Health Plan and shall be funded through Producer contributions of one-quarter percent (0.25%) of all gross compensation^[FN] as that term is defined in, and subject to the same ceilings and exceptions provided for in Sections 34 of the General Provisions of the CBA; Section 60 of Schedule X, Part I; Section 59 of Schedule X, Part II; and Section 22 of the TVA, effective July 1, 2028. No additional contributions shall be required of any Producer at any time to support the Fund. No funds from the SAG-AFTRA Health Plan, SAG Pension Plan nor AFTRA Retirement Fund shall be used to support the Paid Parental Leave Fund.

“Benefits from the Fund are to be provided no earlier than July 1, 2029. Benefits shall be available for leaves taken within one year of the birth, adoption or placement of the eligible employee’s child. Eligibility for the benefit shall be determined under criteria established by the Trustees of the SAG-AFTRA Health Plan, who shall also set the rules governing how the benefit is calculated and paid. The paid benefit provided hereunder shall be coordinated with any income replacement benefit to which the employee may be entitled under local, state or federal law, subject to rules to be developed and adopted by the SAG-AFTRA Health Plan Trustees. Tax obligations shall be the responsibility of the recipient of any benefit.

“FN: With respect to residuals compensation, such contributions shall only be applicable to residuals which require a contribution to IACF.”

29. **Per Diem**

a. **Increase Per Diem (Union Proposal No. 29.a.)**

Increase the per diem amounts in Section 35.B.(2) of the General Provisions of the CBA and Section 65(b) of the Television Agreement by \$5.00 effective July 1, 2028 (which shall consist of an additional \$1.00 for breakfast, \$2.00 for lunch and \$2.00 for dinner).

b. **Background Actor Per Diem (Union Proposal No. 29.c.)**

Add the following as a new subsection (c) to Section 37 of Schedule X Part I and a new subsection C. to Section 38 of Schedule X, Part II, as follows:

"(c) **Per Diem**

"This subsection is effective [insert date that is July 1, 2026 or the first Sunday after the business day on which the AMPTP receives notice of ratification]."

"All background actors shall be entitled to a basic *per diem* allowance for meals on overnight locations, which shall be as follows:

	<u>Effective [insert date that is July 1, 2026 or the first Sunday after the business day on which the AMPTP receives notice of ratification]</u>	<u>Effective July 1, 2028</u>
<u>Breakfast</u>	<u>\$16.00</u>	<u>\$17.00</u>
<u>Lunch</u>	<u>22.00</u>	<u>24.00</u>
<u>Dinner</u>	<u>37.00</u>	<u>39.00</u>
<u>TOTAL</u>	<u>75.00</u>	<u>80.00</u>

"The foregoing *per diems* are minimums only and are subject to individual bargaining at not less than the indicated *per diem* rate."

"Producers recognize that, on some locations, the prevailing reasonable cost for meals exceeds the foregoing amounts and, in such instances, Producer will adjust the *per diem* rates accordingly."

"Regardless of the time of call, the first major meal (either lunch or dinner) served shall be deducted at the lunch rate."

"The Producer shall have the right to deduct from the *per diem* the appropriate amount for each such meal furnished."

30. Recurring Performers and Performers Engagement By the Week (Union Proposal No. 32)

a. Weekly Performers Engaged on Multiple Episodes/Parts (Union Proposal No. 32.a.)

- i. Modify Section 2 of the Television Agreement and Sideletter C, Paragraph (2) of the TVA to provide that for any weekly performer (except those described in subparagraphs ii. and iii. below), including a "major role" performer, engaged in at least sixty percent (60%) of the episodes of a season of an episodic series or at least sixty percent (60%) of the parts of a multi-part closed-end picture, the performer's minimum salary for the episodes or parts in excess of sixty percent (60%) shall be one hundred twenty percent (120%) of the applicable scale rate (in the case of a "major role" performer, one hundred thirty percent (130%) of the day player minimum for the applicable number of days (*i.e.*, five (5) days for a 30-minute program and eight (8) days for a 60-minute program)). The percentage of episodes of a season or parts of a multi-part closed-end picture shall be measured by the full order of the season or of the multi-part closed-end picture.
- ii. The foregoing does not apply to Modified Deal Performers, Modified Guest Performers, series contract performers or performers employed under Schedule F.
- iii. The foregoing does not apply to any performer engaged only on daily and/or three-day contracts during a season of a series or a multi-part closed-end picture. For avoidance of doubt, it does apply to a performer engaged on at least sixty percent (60%) of the episodes of a season or parts of a multi-part closed-end picture with a mix of weekly, daily and/or three-day contracts.
- iv. The foregoing applies to new seasons of an episodic series and new multi-part closed-end pictures for which the first episode or part commences principal photography on or after January 1, 2027.

b. Performer's Start Date (Union Proposal No. 32.b.)

The AMPTP shall distribute the following bulletin:

**"NOTICE TO PRODUCERS REPRESENTED BY THE AMPTP IN
NEGOTIATIONS FOR THE 2026 SAG-AFTRA TELEVISION
AGREEMENT:**

"Re: Scheduling of Work Dates and Ability to Obtain Other Employment

"During the negotiations for the 2026 SAG-AFTRA Television Agreement, the Union raised concerns on behalf of performers who report that they face difficulties in seeking and obtaining other employment opportunities while they wait for firm dates from the Producer which first employed them.

"When the parties negotiated the new 'soft work window' and 'soft pick-up date' provisions in Sections 73 and 73.1 of the 2023 SAG-AFTRA Television Agreement, the parties anticipated that performers would actively seek other employment opportunities while awaiting dates from the Producer which first employed them and, importantly, that performers and Producers would need to continue to keep each other informed and cooperate to the extent that they are reasonably able to do so.

"This is a reminder to Producers of the importance of good communication and cooperation in these circumstances. The expectation is that performers will keep Producers informed of scheduling concerns and Producers will remain supportive of performers accepting, and make best efforts to allow performers to accept, other employment opportunities that do not interfere with the commitment to the Producer which first employed them.

"Please ensure that a copy of this bulletin is distributed to the appropriate personnel."

31. Consecutive Employment and Drop/Pickup (Union Proposal No. 6)

Modify Schedule A, Section 6.A.(4)(c) of the CBA and Section 73.1(a)(3) of the TVA as follows:

“[(c)/(3)] Producer need not provide the second soft pick-up date to a performer until the completion of their acting services associated with the first soft pick-up date. Similarly, Producer need not provide a third soft pick-up date to a performer until the completion of their acting services associated with the second soft pick-up date. The Producer shall endeavor to provide as much notice as practicable of the soft pick-up date(s) and provide scheduling information upon request, if available.”

32. **Compensation Reports (Union Proposal No. 33.a.)**

Modify Section 19.B. of the General Provisions of the Codified Basic Agreement (and make conforming changes to Section 34(c) of the Television Agreement) as follows:

“B. Producer shall furnish to the Union quarterly electronic reports indicating the compensation paid, up to a maximum of \$1,000,000 (effective [insert date that is July 1, 2026 or the first Sunday that is thirty (30) days after the business day on which the AMPTP receives notice of ratification], up to a maximum of \$1,500,000), to performers covered hereunder. The compensation information shall be provided within ninety (90) days of the expiration of each calendar quarter.”

33. **Residuals (Union Proposal No. 34 and 43.a.)**

a. **Sideletters I/22 and H/21 Residual ("Moveover to SVOD Residual") (Union Proposal No. 34.b.)**

i. *Modify Paragraph 1.A. of Sideletter I of the 2023 Television Agreement and of Sideletter 22 of the 2023 Codified Basic Agreement as follows:*

“1. If the Consumer Pays

“A. License for Limited Period or Fixed Number of Exhibitions

“(1) Except as provided in sub-paragraph (2) below,
~~When~~ when the subscriber pays for the motion picture either on a subscription or per-picture basis, and when the payment is in exchange for the right to view the motion picture for a fixed and limited period of time or a fixed number of exhibitions, the Producer shall pay to the performer(s) an aggregate sum equal to three and six-tenths percent (3.6%) of "Distributor's gross," as defined in Paragraph 4 below, which amount shall include contributions to the SAG-AFTRA Health Plan and either contributions to the SAG Pension Plan or the AFTRA Retirement Fund, as applicable, (collectively "health and pension/retirement contributions"), for the right to exhibit such motion picture in New Media.^[fn. omitted]

“(2) This subparagraph (2) shall apply to:

“(a) (i) new theatrical motion pictures for which principal photography

commences on or after [insert date that is July 1, 2026 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later];

“(ii) new one-time television motion pictures for which principal photography commences on or after [insert date that is July 1, 2026 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later];

“(iii) new seasons of television series for which principal photography of the first episode commences on or after insert date that is July 1, 2026 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]; and

“(iv) new multi-part closed-end television pictures for which principal photography of the first part commences on or after [insert date that is July 1, 2026 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]; and

“(b) new licenses entered into on or after [insert date that is September 1, 2026 or the first day of the month that is 60 days following the business day on which the AMPTP receives notice of ratification, whichever is later] of

“(i) theatrical motion pictures which commenced principal photography on or after July 1, 2020 but before [insert date that is July 1, 2026 or the first Sunday following the business day on which the AMPTP

receives notice of ratification,
whichever is later];

“(ii) one-time television motion pictures
which commenced principal
photography on or after July 1, 2020
but before [insert date that is July 1,
2026 or the first Sunday following
the business day on which the
AMPTP receives notice of
ratification, whichever is later];

“(iii) seasons of episodic television series
the first episode of which
commenced principal photography
on or after July 1, 2020 but before
[insert date that is July 1, 2026 or
the first Sunday following the
business day on which the AMPTP
receives notice of ratification,
whichever is later]; and

“(iv) multi-part closed-end television
pictures the first part of which
commenced principal photography
on or after July 1, 2020 but before
[insert date that is July 1, 2026 or
the first Sunday following the
business day on which the AMPTP
receives notice of ratification,
whichever is later].

“For licenses for exhibition of the motion pictures,
seasons of series and multi-part closed-end pictures
described in subparagraphs (a) and (b) above on a
subscription video-on-demand consumer pay new
media platform, the Producer shall pay an aggregate
sum equal to three and six-tenths percent (3.6%) of
"Distributor's gross," as defined in Paragraph 4
below, which amount shall include contributions to
the SAG-AFTRA Health Plan and SAG Pension
Plan totaling thirteen and one-half percent (13.5%)¹
(effectively, 11.89% of the total pool). The total
amount of contributions shall be paid to the

¹ The 13.5% shall be allocated 5.81% to health and 7.69% to pension.

SAG-AFTRA Health and SAG Pension Plan without regard to whether individual performers' earnings have reached the applicable contribution cap. Residuals earnings, up to the applicable contribution cap, shall continue to be reported to the Plans for each performer for purposes of eligibility.

“The residuals portion of the pool, after contributions have been deducted, will be divided proportionally among the cast based on the existing allocation methodology, e.g. time and salary units or 3, 2, 1 rateable distribution.

“To illustrate, assume the cast of a linear television episode made for network prime time is three performers: a day player, a weekly performer whose earnings have not yet reached the contribution cap, and a series performer whose earnings have already exceeded the cap, and that the Distributor’s gross for the episode is \$3,152.78. Three and sixth-tenths percent (3.6%) of Distributor’s gross totals \$113.50. Contributions of \$13.50 shall be paid to the Plans. Of the \$100 residuals pool, the day player receives \$16.67 and those earnings are reported to the Plans for eligibility purposes; the weekly performer receives \$33.33 and those earnings are reported to the Plans for eligibility purposes; and the series performer receives \$50 but those earnings do not count towards that performer’s eligibility in that earnings period.”

- ii. *Modify Paragraph E.5.(b) of Sideletter H of the 2023 Television Agreement and of Sideletter 21 of the Codified Basic Agreement as follows:*

“(b) (i) Except as provided in sub-paragraph (ii) below, Ffor subsequent exhibition of a High Budget SVOD Program on any subscription video-on-demand consumer pay new media platform other than the subscription video-on-demand consumer pay platform on which the program was initially exhibited and its related or affiliated foreign subscription video-on-demand consumer pay platform(s) (other than on a foreign subscription video-on-demand consumer pay platform for which the fixed residual has been paid pursuant to subparagraphs 5.(a)(iii)(A)1 or 5.(a)(iii)(B)1) above), the Producer shall make a residual payment equal to 3.6% of "Distributor's

gross" as defined in Paragraph 4 of the "Sideletter re Exhibition of Motion Pictures Transmitted Via New Media." Such payment shall include health contributions to the SAG-AFTRA Health Plan and pension contributions to the SAG Pension Plan or retirement contributions to the AFTRA Retirement Fund, as applicable.

“(ii) This subparagraph (ii) shall apply to:

“(A) (1) new one-time High Budget SVOD Programs for which principal photography commences on or after [insert date that is July 1, 2026 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later];

“(2) new seasons of High Budget SVOD series for which principal photography of the first episode commences on or after [insert date that is July 1, 2026 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]; and

“(3) new High Budget SVOD multi-part closed-end pictures for which principal photography of the first part commences on or after [insert date that is July 1, 2026 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]; and

“(B) new licenses entered into on or after [insert date that is September 1, 2026 or the first day of the month that is 60 days following the business day on which the AMPTP receives notice of ratification, whichever is later] of

“(1) one-time High Budget SVOD Programs which commenced principal photography on or after July 1, 2020 but before [insert date that is July 1, 2026 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later];

“(2) seasons of High Budget SVOD series the first episode of which commenced principal photography on or after July 1, 2020 but before [insert date that is July 1, 2026 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]; and

“(3) High Budget SVOD multi-part closed-end pictures the first part of which commenced principal photography on or after July 1, 2020 but before [insert date that is July 1, 2026 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later].

“For licenses for subsequent exhibition of the High Budget SVOD Programs, seasons of the High Budget SVOD series or High Budget SVOD multi-part closed-end pictures described in subparagraphs (A) and (B) above on any subscription video-on-demand consumer pay new media platform other than the subscription video-on-demand consumer pay platform on which the program was initially exhibited and its related or affiliated foreign subscription video-on-demand consumer pay platform(s) (other than on a foreign subscription video-on-demand consumer pay platform for which the fixed residual has been paid pursuant to subparagraphs 5.(a)(iii)(A)1 or 5.(a)(iii)(B)1 above), the Producer shall make a residual payment equal to 3.6% of "Distributor's gross" as defined in Paragraph 4 of the "Sideletter re Exhibition of Motion Pictures Transmitted Via New Media," which amount shall include contributions to the SAG-AFTRA Health Plan and SAG Pension Plan totaling thirteen and one-half percent (13.5%)² (effectively, 11.89% of the total pool). The total amount of contributions shall be paid to the SAG-AFTRA Health Plan and SAG Pension Plan without regard to whether individual performers' earnings have reached the applicable contribution cap. Residuals earnings, up to the applicable contribution cap, shall continue to be reported to the Plans for each performer for purposes of eligibility.

“The residuals portion of the pool, after contributions have been deducted, will be divided proportionally among the

² The 13.5% shall be allocated 5.81% to health and 7.69% to pension.

cast based on the existing allocation methodology, e.g. time and salary units or 3, 2, 1 rateable distribution.

“To illustrate, assume the cast of a high budget SVOD episode is three performers: a day player, a weekly performer whose earnings have not yet reached the contribution cap, and a series performer whose earnings have already exceeded the cap, and that the Distributor’s gross for the episode is \$3,152.78. Three and sixth-tenths percent (3.6%) of Distributor’s gross totals \$113.50. Contributions of \$13.50 shall be paid to the Plans. Of the \$100 residuals pool, the day player receives \$16.67 and those earnings are reported to the Plans for eligibility purposes; the weekly performer receives \$33.33 and those earnings are reported to the Plans for eligibility purposes; and the series performer receives \$50 but those earnings do not count towards that performer’s eligibility in that earnings period.”

b. **Applicable Ceiling and Foreign Subscriber Factor (Union Proposal No. 34.c.)**

- i. Increase the applicable ceilings in Paragraph E.5.(a)(ii) of Sideletter No. 21 to the Codified Basic Agreement and Sideletter H to the Television Agreement by two and one-half percent (2.5%) effective July 1, 2027 and by an additional two and one-half percent 2.5%) effective July 1, 2029.
- ii. Increase the foreign subscriber factor in Paragraph E.5.(a)(iii)(A)1) of Sideletter No. 21 to the Codified Basic Agreement and Sideletter H to the Television Agreement for Subscriber Tier 4 (i.e., 75 million or more foreign subscribers) from ninety percent (90%) to ninety-five percent (95%), effective [*insert date that is July 1, 2026 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*].

c. **Theatrical Exhibition Under Section 19(l) (Union Proposal No. 34.d.)**

Modify Section 19(l) of the TV Agreement as follows:

"When a television motion picture is exhibited at a film festival or a charitable event and an admission fee is charged, but no monies are paid to the Producer or the Producer's licensee in consideration for the use of the motion picture, no payment shall be due hereunder. Producer shall make best efforts to provide SAG-AFTRA with a notice prior to such use, which shall include the following information to the extent known at the time of the notice: the name of the picture(s) being exhibited, the festival or charitable event, theater and/or venue location(s), date the picture will be exhibited, and estimated maximum attendance."

d. **Advance Pay (Union Proposal No. 34.f.)**

- i. *Modify Section 18(d)(1), (2) and (3) of the Television Agreement as follows:*

“(1) The Producer may not make any payment prior to the time of use to: a) a day performer or term contract performer for reruns or foreign telecasts; and b) any performer employed under a contract entered into on or after July 1, 2020 with respect to residuals for broadcast syndication under a license agreement entered into on or after July 1, 2020 pursuant to subparagraph 18(b)(2)g) above; and any performer employed under a contract entered into on or after [insert date that is July 1, 2026 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] with respect to the Success Bonus pursuant to Paragraph E.4.(d) of Sideletter H of this Agreement (and Sideletter No. 21 of the Codified Basic Agreement).”

“(2) In all other circumstances, the performer may agree^[EN] to an advance payment for reruns or foreign telecasts provided that the salary at which advance payments which are additional for network prime time reruns is permitted shall be no less than the following:

Program Length	Salary Per Week or Per Episode
½ hour	\$8,000 (\$9,500 effective for contracts entered into on or after December 8, 2024; <u>[During the term of the 2026 agreements, the foregoing \$9,500 threshold shall be increased by the amount of the general wage increase in each year of the Agreement, effective for contracts entered into on or after the respective effective dates of those increases. Amounts to be inserted here.]</u>)
1 hour or longer	\$11,000 (\$12,500 effective for contracts entered into on or after December 8, 2024; <u>[During the term of the 2026 agreements, the foregoing \$12,500 threshold shall be increased by the amount of the general wage increase in each year of the Agreement, effective for contracts entered into on or after the respective effective dates of those general wage increases. Amounts to be inserted here.]</u>)

“^[EN] During the 2026 negotiations, the parties confirmed their mutual understanding that it is a best practice to inform the performer or the performer’s representative of the Producer’s intention to include advance

paid residuals in the performer's guarantee prior to the performer's receipt of the long form contract."

"(3) Other. For all other residual purposes (e.g., syndication (other than broadcast syndication under a license agreement entered into on or after July 1, 2020 as provided in Section 18(b)(2)g)), non-primetime network, theatrical and foreign), the salary at which advance payment is permitted shall be \$9,500 or more per week or per episode (\$11,000 for contracts entered into on or after December 8, 2024; [During the term of the 2026 agreements, the foregoing \$11,000 threshold shall be increased by the amount of the general wage increase in each year of the Agreement, effective for contracts entered into on or after the respective effective dates of those increases. Amounts to be inserted here.]).

- ii. *Make conforming changes to Paragraph E.4.(d) of Sideletter No. 21 to the Codified Basic Agreement and Sideletter H to the Television Agreement as follows:*

"(d) It is understood that the advance payment of residuals provision in Section 18(d) of the Television Agreement allows the crediting of all residuals payable for the reuse of a High Budget SVOD Program (other than ~~residuals under Section 18(b)(2)g) concerning broadcast syndication sales of a High Budget SVOD Program under a license agreement entered into on or after July 1, 2020 for a performer whose contract is entered into on or after July 1, 2020~~as set forth in the following sentence), regardless of whether the residuals are a fixed or percentage payment, ~~except~~. It is understood that no advance payment of residuals is permitted for the reuse of a High Budget SVOD Program in broadcast syndication under a license entered into on or after July 1, 2020 for a performer whose contract is entered into on or after July 1, 2020 pursuant to Section 18(b)(2)g), and no advance payment of the Success Bonus in Paragraph E.5.1. below is permitted for a performer whose contract is entered into on or after [insert date that is July 1, 2026 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]."

- iii. *Modify Section 18(d)(4) of the Television Agreement as follows:*

"(4) Notwithstanding the foregoing, the Producer shall be limited to treating up to fifteen percent (15%) of initial compensation as an advance payment of residuals for a performer guaranteed less than \$75,000 per week or per episode under a contract entered into on or after December 8, 2024 (\$80,000 per week or per episode under a contract entered into on or after July 1, 2027). Except as otherwise provided in this Agreement, Producer may bargain freely with all other performers with respect to the advance payment of residuals, provided, however, that for a contract entered into on or after July 1, 2027, the Producer may not treat

more than fifteen (15%) of the portion of such performers' initial compensation that is below \$80,000 per week or per episode as an advance payment of residuals."

e. **Success Metric (Union Proposal No. 43.a.)**

Modify Paragraph E.5.1 of Sideletter No. 21 to the Codified Basic Agreement and Sideletter H to the Television Agreement as follows:

"5.1 Success Bonus

"The following is effective for a season of a High Budget SVOD series, a High Budget SVOD multi-part closed-end series or a one-time High Budget SVOD Program that is initially exhibited on an SVOD Service on or after ~~January 1, 2024~~ July 1, 2027. ~~(For a season of a High Budget SVOD series, a High Budget SVOD multi-part closed-end series or a one-time High Budget SVOD Program that is initially exhibited on an SVOD Service prior to July 1, 2027, Paragraph E.5.1. of the 2023 Sideletter re Programs Made for New Media shall apply.)~~

"Producer shall pay a success bonus as provided herein when a season of a High Budget SVOD series or a High Budget SVOD multi-part closed-end series or a one time High Budget SVOD Program meets the "success metric" set forth in subparagraph (a) below (hereinafter "Qualifying Project") based on its exhibition on the SVOD service for which it was made ("SVOD Service").

* * *

"(d) The total amount of the success bonus for a Qualifying Project shall be a sum equal to one hundred ~~ten~~ eleven percent (~~100%~~110%) of the applicable fixed High Budget SVOD residual for the applicable Exhibition Year that would be payable to each performer otherwise entitled to residuals on the Qualifying Project. (The success bonus shall include the foreign fixed High Budget SVOD residual for any service that pays based on the fixed residual.)

"Producer shall make payment of the success bonus in accordance with the following:

"(i) ~~Seventy-five percent (75%) of the total amount of the success bonus~~ Seventy-five percent (75%) of the foregoing one hundred ten percent (110%) shall be paid to those performers entitled to residuals on any Qualifying Project. Producer shall be responsible for payment of health and pension/retirement contributions due thereon, up to the applicable contribution cap for each performer, to the SAG-AFTRA Health Plan and the SAG

Pension Plan or the AFTRA Retirement Fund, as applicable.

- "(ii) The remaining ~~twenty-five~~ thirty-five percent (~~25%~~ 35%) ~~of the foregoing one hundred ten percent (110%) of the total amount of the success bonus~~ plus an amount equal to the health and pension/retirement contributions, up to the applicable contribution cap, that would have been payable on behalf of each performer paid a success bonus pursuant to subparagraph (d)(i) above had the remaining ~~twenty-five~~ thirty-five percent (~~25%~~ 35%) ~~of the total amount of the success bonus~~ been paid to those performers shall be paid to the SAG-AFTRA—Producers Success Bonus Distribution Fund ("SBDF"), as described in subparagraph (g) below. (Any performer who received a success bonus payment pursuant to subparagraph (d)(i) above shall have no right or entitlement to the SBDF Payment or any portion thereof, and shall not receive any health or pension/retirement credit as a result of the SBDF Payment or any portion thereof, except as otherwise may be determined by the SBDF as provided in subparagraph (g) below.)

"In no event shall the requirement to pay part of the success bonus plus the amount specified above in health and pension/retirement contributions to the SBDF result in the Producer being required to pay more in the aggregate (to the performers on a Qualifying Project under subparagraph (d)(i) above and to the SBDF) than if it had paid ~~100%~~ 100% of the total amount of the success bonus to performers on a Qualifying Project, plus health and pension/retirement contributions thereon, up to the applicable contribution cap.

* * *

- "(e) Example: Program XYZ is a High Budget SVOD series with ten (10) episodes in its second season that are each 35 minutes in length. All episodes were first made available on the SVOD Service on ~~January 1, 2024~~ July 1, 2027. At all relevant times, the SVOD Service has fifty million (50,000,000) domestic subscribers and eighty million (80,000,000) foreign subscribers on a worldwide basis. Collectively, all episodes of the second season of Program XYZ had seventy million (70,000,000) hours streamed domestically in the first ninety (90) days after the episodes were made available on the SVOD Service."

34. **SBDF Report (Union Proposal No. 43.b.)**

Modify subparagraph 5.1(d)(ii) to Paragraph E of Sideletters H and 21 as follows:

...

"Producer shall submit a report to the SBDF in connection with any payment made under this subparagraph (d)(ii) which shall include the following information: (1) identification of the title (and season, if applicable) of any Qualifying Project; and (2) the amount paid to the SBDF, which shall separately state amounts that are 35% of residuals and amounts that are 35% of contributions, up to the applicable caps."

35. **Safety (Union Proposal No. 37)**

The parties will recommend to the Industry Wide Safety Committee, through Contract Services, that a Safety Bulletin regarding industry protocols and safety guidelines for the use of prosthetics, particularly prosthetics affixed to the face of a performer, be researched and, if appropriate, issued. The recommendation is to be made within 60 days of notice of ratification of this agreement to the AMPTP.

36. **Series Regulars (Union Proposal No. 38)**

a. **Pilots and Initial Options (Union Proposal No. 38.a.)**

i. *Modify Section 24(a) of the Television Agreement as follows:*

“(a) **Pilot and Other Initial Options**

“A performer may grant an option to a Producer to require the performer's services as a series or term contract performer, when the performer was employed in a pilot at a weekly salary at least equal to three (3) times the freelance weekly minimum (five (5) times the freelance weekly minimum for contracts entered into on or after July 1, 2027) or was paid such sum as consideration for such option when no pilot is made. Such an option may not extend past twelve (12) months from the date of completion of principal photography of such pilot. In the event no pilot is made, such option may not extend past twelve (12) months from the date of such option agreement. When no pilot is made, payment of the required salary as consideration for the option shall be paid no later than seven (7) days after test or the execution of the option agreement, whichever is earlier. If such option is exercised, the performer must commence to receive compensation not later than the expiration of such twelve (12) months.

* * *

“The limitations imposed by this subparagraph (a) shall not be applicable to options obtained by Producers upon the services of performers who received \$10,000 or more (\$15,000 or more for contracts entered into on or after July 1, 2027) with respect to the pilot program, or for the option, and whose contracts call for weekly or per

episode payments of at least \$10,000 (at least \$15,000 for contracts entered into on or after July 1, 2027) if the option is exercised.^[footnote omitted]”

- ii. *Add a new subparagraph (g) to Section 24 (“Options”) of the Television Agreement to provide as follows:*

“(g) Commencement of Compensation Following Exercise of Pilot Option or Initial Option (For a Series Produced Without a Pilot)

“The following applies to a pilot option or initial option (for a series produced without a pilot) granted to a performer for services as a series contract performer under a contract entered into on or after July 1, 2027 (other than a pilot or initial option subject to the provisions of Section 24(a)).

“When a pilot option or initial option (for a series produced without a pilot) is exercised for any series contract performer, the performer must commence to receive compensation no later than ninety (90) days following the expiration of the applicable option period as an advance against future episodic fees.

“The ninety (90) day period described in this Section 24(g) shall be extended by any period during which production is necessarily prevented, suspended or postponed due to fire, accident, strike, riot,³ act of God, or the public enemy, or by any executive or judicial order or by reason of the illness of any other member of the cast or of the director.”

b. Options for an Additional Season (Union Proposal No. 38.b.)

Modify Section 24(c)(2) of the Television Agreement as follows:

"(2) The following applies to options for an additional season with a performer employed under a series contract entered into on or after ~~December 8, 2024~~ July 1, 2027 or a performer engaged for a guest appearance under a contract entered into on or after ~~December 8, 2024~~ July 1, 2027 with an option for employment under a series contract in a subsequent season who is guaranteed less than the applicable threshold^[footnote omitted] shown below on a series for which the principal photography of the pilot or presentation (or the first episode if no pilot or presentation is produced) commences on or after ~~December 8, 2024~~ July 1, 2027 (for contracts entered into prior to July 1, 2027 or for series

³ Should the Union call a strike against any Producer, a performer's option period shall be automatically suspended during the strike period and automatically extended for a like period upon conclusion of the strike under Section 3.B. of the General Provisions of the Codified Basic Agreement.

commencing principal photography prior to such date, Section 24(c)(2) of the 2023 SAG-AFTRA Television Agreement shall apply):

"less than \$32,000 per episode or per week for a minor on a children's series;

"less than ~~\$65,000~~ \$70,000 per episode or per week on a one-half (½) hour series (other than a minor on a children's series); or

"less than ~~\$70,000~~ \$75,000 per episode or per week for a one (1) hour series (other than a minor on a children's series)."

c. **Exclusivity Money Break (Union Proposal No. 38.c.)**

Modify Section 23(a)(3) of the Television Agreement as follows:

"(3) Except as set forth in Section 23(a)(2), the following applies to contracts entered into on or after ~~July 1, 2023~~ July 1, 2027 (for contracts entered into prior to July 1, 2027, Section 23(a)(3) of the 2023 SAG-AFTRA Television Agreement shall apply):

"a) i) a performer (other than a minor performer employed on a children's program^[footnote omitted.]) employed under a series contract at a salary of ~~over two (2) times~~ at least four (4) times weekly minimum per week or per episode, respectively, under the performer's type of employment contract but less than ~~\$65,000~~ \$70,000 per week or per episode, respectively, for a one-half (½) hour program, or ~~\$70,000~~ \$75,000 per week or per episode, respectively, for all programs one (1) hour or over in length; and

"ii) a minor performer employed on a children's program under a series contract at a salary of ~~over~~ at least two (2) times weekly minimum per week or per episode, respectively, under the minor performer's type of employment contract but less than \$26,000 per week or per episode, respectively,

"may bargain freely with respect to the subject of exclusivity, but may not, through such bargaining, grant exclusivity rights under which the performer does not retain the right to do:"

* * *

d. Section 23(a)(1) Money Break (Union Proposal No. 38.d.)

Increase the money break in Section 23.(a)(1) of the Television Agreement as follows (conforming change in 23(a)(3) shown in Item c. above):

"(1) A performer employed under a series contract, at a salary of less than two (2) times weekly minimum compensation ~~or less~~ per week or per

episode under the performer's type of employment contract or at a salary of less than four (4) times weekly minimum compensation per week or per episode under the performer's type of employment in the case of a performer (other than a minor performer employed on a children's program) with a contract entered into on or after July 1, 2027, may bargain with respect to the subject of exclusivity, but may not, through such bargaining, grant any greater rights of exclusivity than the following..."

e. Commercial Exclusivity (Union Proposal No. 38.e.)

Modify Section 23(a)(2) of the Television Agreement as follows:

"(2) Commercial Exclusivity

"The following applies to contracts entered into on or after July 1, 2027 (for contracts entered into prior to July 1, 2027, Section 23(a)(2) of the 2023 Television Agreement shall apply):

"a) Money Break:

"A performer employed under a series contract at a salary of ~~\$12,500 or less~~ than \$20,000 per week or per episode, respectively, for a one-half (½) hour program, and ~~\$17,500 or less~~ than \$30,000 per week or per episode, respectively, for a program of one (1) hour or longer, may not grant any exclusivity (on or off camera) with respect to the making of commercials. Between the money breaks of ~~\$12,500-\$20,000~~ and ~~\$15,000-\$25,000~~ for one-half (½) hour programs, and ~~\$17,500-\$30,000~~ and ~~\$20,000-\$35,000~~ for one (1) hour programs, performer may grant on-camera exclusivity only. A performer employed under a series contract at a salary of ~~\$15,000-\$25,000~~ or more per week or per episode, respectively, for a one-half (½) hour program, and ~~\$20,000-\$35,000~~ or more per week or per episode, respectively, for a program of one (1) hour or longer, may grant off-camera as well as on-camera exclusivity. Off-camera exclusivity must be separately stated in performer's individual agreement with Producer.

"b) Less than Thirteen (13) Episodes Guaranteed:

"If performer is guaranteed less than thirteen (13) episodes in a group of thirteen (13) such episodes, performer may not grant any exclusivity with respect to the making of commercials, unless the ~~performer's guarantee exceeds~~ performer is guaranteed at least the amounts specified below:

"One-half (½) hour program ~~\$130,000~~ \$160,000

"One (1) hour program (or longer) ~~\$195,000~~ \$240,000

"c) Freedom to Bargain:

"If a performer is guaranteed compensation in excess of the amounts set forth in subparagraphs a) and b) of this Section 23(a)(2), Producer and performer may freely bargain with respect to commercial exclusivity."

f. Span Money Break (Union Proposal No. 38.f.)

Modify Section 14(b) of the Television Agreement as follows:

"(b) Producer and performer may freely bargain for work time and overall production time with respect to employment contracts with performers who are guaranteed any of the following bases (or more):

"(1) \$20,000 per episode (\$25,000 per episode for contracts entered into on or after December 8, 2024; \$35,000 per episode for contracts entered into on or after July 1, 2027); or

"(2) \$100,000 per series (\$125,000 per series for contracts entered into on or after December 8, 2024; \$175,000 per series for contracts entered into on or after July 1, 2027) when such series is one of a number of series presented in a combined series format (Section 13); or

"(3) \$150,000 (\$190,000 for contracts entered into on or after December 8, 2024; \$250,000 for contracts entered into on or after July 1, 2027) for a thirteen (13) episode guarantee."

g. Relocation Allowance (Union Proposal No. 38.g. and Producers' Proposal No. 22)

Add a new Section 56.1(c) of the Television Agreement as follows:

"56.1 RELOCATION ALLOWANCE

* * *

"(c) A performer engaged under a series or term contract for a season that commences principal photography on or after [insert September 1, 2026 or the first Sunday that is 90 days after the business day on which the AMPTP receives notice of ratification, whichever is later] who is away from the performer's residence overnight at the 'Producer's base' (as defined in Section 56(a)(3)) outside Los Angeles and its environs shall receive a relocation allowance of not less than:

“(1) with respect to seasons of series with an order of eighteen (18) or more episodes: \$5,000 for each month during which the performer is -required by Producer to remain away from the performer's residence overnight, up to a maximum of seven (7) months per season; or

“(2) with respect to any other seasons of series: \$5,000 for each month during which the performer is required by Producer to remain away from the performer's residence overnight.

“However, a performer who previously received the maximum number of relocation allowances on a particular series pursuant to subparagraph (a) above of this Television Agreement or Section 56.1 of a prior Television Agreement is not entitled to any additional relocation allowance under this subparagraph (c) for that series.

“With respect to performers being relocated to a location outside of the United States, if the performer can provide a lease in such location prior to traveling to such location, the Producer will advance the first two (2) months of the relocation allowance prior to travel in U.S. dollars.

“The parties agree that the phrase ‘each month during which the performer is required by Producer to remain away from the performer’s residence overnight’ means a duration of the time no less than what the Producer gives the performer prior to their travel to the location, and only shall apply if such costs are actually incurred. For example, if prior to travel, the Producer indicates that the performer’s outside dates are January 1 through June 30 (6 months), but ultimately is able to wrap the performer on May 15, the performer would remain entitled to 6 months of relocation allowances.

“Producer, at its election, may provide lodging, per diem after salary commences and transportation to and from the set, in lieu of payment of the relocation allowance.”

37. **Singers (Union Proposal No. 40)**

a. **Three (3) Hour Sessions for Off-Camera Singers (Union Proposal No. 40.a. and Producers' Proposal No. 16)**

Modify Schedule G-I, Section 3.A., as follows:

"A. The minimum rates per day for singers (on-camera or off-camera) employed by the day shall be as follows:

* * *

"Notwithstanding the above, off-camera "Group 9 or more" singers under a Theatrical Day Player contract can be engaged for a three (3) hour session, payable at one-half (50%) of the applicable rate, and subject to the following:

"(1) The Producer has the right to retain a singer for one (1) additional hour should the session extend longer than three (3) hours. Work extending beyond four (4) hours is subject to the singer's availability.

"(2) For work beyond the first three (3) hours, the "Group 9 or more" off-camera singer is paid one-third (1/3) of the session fee per hour until the end of the 8th hour of work, payable in one-fourth (1/4) hour units. For work beyond the 8th hour, the overtime formula applies requiring the singer to be paid at a time-and-one-half rate for the 9th and 10th hour respectively, and at a double-time rate for each hour worked beyond the 10th hour, payable in one-fourth (1/4) hour units.

"(3) For Groups of 32 or more, unlimited multi-tracking and sweetening to be paid at +50% of the total session fee."

b. **Demonstration Vocal Performance (Union Proposal No. 40.b.)**

Add a Sideletter to the Codified Basic Agreement and Television Agreement as follows:

"re: Demonstration Vocal Performance (Demo)

"During the 2026 negotiations for successor agreements to the 2023 Codified Basic Agreement and Television Agreement (the 'Agreements'), the Union offered to enter into this letter agreement in order to encourage Producers to employ singers for Demonstration Vocal Performances (as defined below). Should a Producer desire to employ a singer for a Demonstration Vocal Performance, the parties hereby confirm that the Producer, in its sole discretion, may elect to employ singers under the following terms and conditions:

"1. Demonstration Vocal Performance (Demo) refers to:

- "a. The off-camera recording of vocal/singing material on speculation for consideration for use in a theatrical motion picture or television program; or
- "b. the off-camera recording of vocals/singing material for demonstration or instruction purposes to teach or coach performers so that such performers may learn the material for inclusion in a theatrical motion picture or television program.

- "2. The minimum compensation payable to a singer for performance in a demo shall be 25% of the applicable minimum compensation set forth in Schedule G-I of the applicable current Codified Basic Agreement or Section 2A of the current Television Agreement and Section 2A(2) of Exhibit A of such Television Agreement.
- "3. The applicable minimum compensation as described herein means all compensation payable for the services including base salary, overtime, contractors fee, and includes unlimited multi-tracking and sweetening at no additional charge.
- "4. The length of a session for a demo shall be a minimum of two (2) hours. Sessions that exceed two (2) hours shall be payable on an hourly basis at the pro-rated hourly rate.
- "5. Payment of such compensation grants no rights to the Producer to utilize musical soundtracks recorded hereunder in any production. In the event that any such musical track is used in any production, Producer shall pay singers an additional 100% of the full compensation which would have been payable pursuant to the applicable SAG-AFTRA Agreement, including applicable multi-tracking and sweetening fees, and shall thereafter be obligated for the payment of residual compensation and all other payments required under the applicable Agreement for exploitation of the musical track or the production on the same basis as would have been applicable had the recording been performed at full terms and conditions. The additional payment of 100% due upon initial use of the recording is to be paid within thirty (30) days of the initial use."

c. Use of Soundtrack (Union Proposal No. 40.c.)

Amend Schedule G-I, Section 5 (with conforming changes to Schedule G-II, Section 6) as follows:

"5. PHONOGRAPH RECORDS AND TAPE RECORDINGS

"There shall be separate bargaining at the time of employment between a singer and Producer for the use of sound track on phonograph records or tape; otherwise, such rights may not be acquired. Singers' contracts for phonograph records or tape recordings shall contain a separate clause to be initialed at the time of employment providing for the use of sound track on records or tape recordings to be not less than the rate provided in the 2015 SAG-AFTRA National Code of Fair Practice for Sound Recordings. Alternatively, the Producer may elect as follows: (1) payment for such use to be at the rate equal to 50% of the applicable singer rate of the Producer-SAG-AFTRA Codified Basic Agreement of 2026, to be paid at initial compensation; and (2) Sound Recording Distribution Royalty payments to be made in accordance with the 2021 SAG-AFTRA National Code of Fair Practice for Sound Recordings."

d. **Breaks (Union Proposal No. 40.d.)**

Amend Schedule G-I, Section 6 and Schedule G-II, Section 7 as follows:

"~~FIVE (5)~~ **TEN (10)** MINUTE BREAKS

"Singers shall be given a ~~five (5)~~ **ten (10)** minute rest period in each hour of Recording."

e. **Singer Member Contractor Report (Union Proposal No. 40.e.)**

Add a new Section and Exhibit to Schedule G-I and Schedule G-II regarding off-camera singer reporting:

"A singer member contractor report shall be completed by performers doing off-camera singer work and shall be signed by a Producer representative. A copy will be sent to the SAG-AFTRA National Music department. The report shall contain the information set forth in Exhibit [] hereto. Inadvertent failure to sign by Producer's representative shall not be deemed a violation of this Agreement nor shall it invalidate the report."

38. Stunts (Union Proposal No. 41)

a. Stunt Performer Residuals (Union Proposal No. 41.a.)

The parties agree to form a committee during the first year of the 2026 Codified Basic Agreement and Television Agreement to discuss mechanisms that would address administrative concerns regarding possible implementation of a residual for off camera stunt performers in future cycles of bargaining

b. Stunt Coordinators Engaged on Flat Deal for Multiple Episodes (Union Proposal No. 34.f. and 41.c., Producers' Proposal No. 8)

- i. Establish a new weekly Schedule K-III flat deal minimum rate equal to the Schedule K-III weekly flat deal minimum rate for theatrical motion pictures that applies to all services performed by a stunt coordinator on multiple episodes of the same season of a series or parts of the same multi-part closed-end picture, during the week.

Confirm that the current Schedule K-III single picture flat deal television minimums apply to:

- (1) preproduction services, including on multiple episodes or parts, prior to the commencement of principal photography of the season or of the multi-part closed-end picture; and
 - (2) prep services on multiple episodes or parts when the prep can be scheduled at the stunt coordinator's discretion and without having to report to a specific location, but not any prep services that are scheduled by the Producer nor when the coordinator is directed to report to a location designated by the Producer (including reporting for online meetings required by the Producer). It is understood that Producer may elect to pay the stunt coordinator by the day on a per picture basis under the Schedule K-III single picture flat deal television minimum for those prep services that are scheduled by the Producer.
- ii. For stunt coordinators engaged on a weekly basis under the new Schedule K-III flat deal minimums for services on multiple episodes or parts of a television motion picture (see subparagraph i. above), modify the fixed residual provisions listed below to provide that if not otherwise engaged as an on-camera performer or stunt performer, the stunt coordinator shall receive fixed residuals based on two days of pay at the day performer minimum in effect at the time of production (instead of one day of pay at the day performer minimum) for each episode of a series or part of a multi-part closed-end picture on which the stunt coordinator rendered services. An on-camera stunt performance, rendered as part of the covered services under this form of engagement will add an additional day

to the aforementioned two days, based upon the applicable minimum stunt performer rate, plus adjustments, if any, per day of such on-camera performance to applicable caps. This item b.ii. is effective for an episode of a series or part of a multi-part closed-end picture which commences principal photography on or after *[July 1, 2026 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

Television Agreement

- Section 18(b)(1)-(2), (c)
- Section 19
- Sections 82(c)(1) and (3)
- Section 83(i)(1)a) and b)

Sideletter H of Television Agreement/Sideletter 21 of Codified Basic Agreement

- Section B.3.(b)
- Section B.3.(e)
- Section D.3.(c)
- Section E.5.(a)
- Section E.5.(e)

Sideletter I of Television Agreement/Sideletter 22 of Codified Basic Agreement

- Section 2.A.(4)(b)(i)

39. **Artificial Intelligence (Union Proposal No. 1)**

- a. Modify Section 64 and 64.1 of the General Provisions of the CBA and Schedules X-I and X-II of the CBA as provided in Attachment D.
- b. *The AMPTP will issue a bulletin to the Producers as follows:*

"During the negotiations for the 2026 SAG-AFTRA Codified Basic Agreement and Television Agreement, in connection with their discussion of the Artificial Intelligence provisions of the Codified Basic Agreement, the parties discussed the valuable contributions that human stunt performers and puppeteers make to film and television productions. The Producers affirmed their intention to continue to employ human stunt performers and puppeteers to perform services covered by the Agreements.

"Please ensure a copy of this bulletin is distributed to appropriate personnel within your companies."

- c. Modify Section D.2.(a) of Sideletter H of Television Agreement and Sideletter 21 of Codified Basic Agreement to include the Artificial Intelligence provisions in the list of provisions applicable to productions made for new media other than

High Budget SVOD and High Budget AVOD. The parties reserve their positions regarding the application of the provisions regarding Artificial Intelligence to the Sideletters governing production made for new media other than High Budget SVOD and High Budget AVOD during the term of the 2023 Agreements.

40. **Tri-Guild Audit Program (Union Proposal No. 46)**

If SAG-AFTRA, the WGA and the DGA each agree to renew and continue funding the Tri-Guild Audit Program at their respective current funding levels, the Producers will agree to renew the Tri-Guild Audit Program at the Producers' current funding level. The Tri-Guild Audit Program would be renewed for the term of the successor SAG-AFTRA Basic Agreement and Television Agreement. The Producers' obligation to fund the Tri-Guild Audit Program shall not become effective until the first quarter starting on or after the AMPTP's receipt of notice of ratification of the successor SAG-AFTRA Basic Agreement, WGA Basic Agreement, and DGA Basic Agreement, whichever is received latest.

If SAG-AFTRA, the WGA and the DGA each agree to increase their current funding level for the Tri-Guild Audit Program by 5% effective July 1, 2027 and an additional 5% effective July 1, 2029, the Producers will agree to increase the Producers' current funding level by 5% effective July 1, 2027 and an additional 5% effective July 1, 2029.

No later than October 1, 2026, SAG-AFTRA, the WGA, the DGA and the AMPTP shall meet to discuss costs, processes and efficiencies in the Tri-Guild Audit Program.

41. **Wardrobe (Union Proposal No. 48)**

a. **Wardrobe Allowances (Union Proposal No. 48.a.)**

Effective July 1, 2027, increase the formal wear wardrobe allowance in Section 11.D. of Schedule A, Section 16.D. of Schedule B, Section 16.D. of Schedule C, and Section 30(e) of the Television Agreement from \$27.00 to \$30.00 and the "all other wardrobe" allowance from \$12.00 to \$14.00.

b. **Corsets, Restrictive Costume/Clothing (Union Proposal No. 48.b.)**

Add a new subsection F to Section 11 of Schedule A, a new subsection F to Section 16 of Schedules B and C, a new subsection G to Section 14 of Schedule E, and a new subsection (h) to Section 30 of the Television Agreement as follows:

"A performer who is required to wear a corset during photography and/or rehearsal shall be entitled to an adjustment of \$21.50 per day."

42. Wi-Fi Access (Union Proposal No. 49)

Add a Sideletter to the General Provisions of the CBA (and to Schedule X, Parts I and II for background actors) as follows:

"re: Communications Access on Set"

"During the 2026 negotiations for a successor agreement to the 2023 Codified Basic Agreement (the 'Agreement'), the Union expressed concern over the inability of performers [*background actors*] covered by the Agreement to contact and be contacted by their families, union and other professional representatives while on set, especially for production sets with limited cellular telephone coverage or in times of emergency.

"As a result, the Producers agree that performers [*background actors*] shall be provided with advance notice of anticipated communications disruptions when Producers are reasonably aware that a shooting location has limited cellular telephone coverage. Further, Producers agree to provide performers [*background actors*] with a set contact telephone number for any production location. The telephone number shall be provided to all performers [*background actors*] before their individual call time and will remain accessible and permissible for performers [*background actors*] to provide to their families, union and other professional representatives for purposes of contacting them.

"Furthermore, where Producer makes wireless internet and network connections ('Wi-Fi') access generally available to other employees represented by an industry union and expressly authorizes it for personal use, either through bargaining or on an *ad hoc* basis on production, Producer shall make such access available to all performers [*background actors*] covered by the Agreements on an equal basis. Said Wi-Fi access shall be subject to bandwidth limitations and the Producer's then-operative policies concerning the use of such Wi-Fi connections, which shall be provided to all performers [*background actors*] as a condition of access.

"This Sideletter shall not be subject to grievance and arbitration."

43. Young Performers (Union Proposal No. 50)

a. Education Time (Union Proposal No. 50.a.)

Add the following to General Provisions, Section 50.D. (Education):

"Any time spent by a minor in education required by the production, including for banking purposes, shall be considered work time and paid as such, but such time shall not commence consecutive employment."

b. **Minor Chaperone (Union Proposal No. 50.b.)**

Modify Section 50.E.(6) of the General Provisions of the CBA as follows:

"(6) ~~If Producer engages any minor under the age of fourteen (14),~~ Producer must designate one (1) individual on each set to coordinate all matters relating to the welfare of the minor and shall notify the minor's parent or guardian and teacher, when one is present, of the name of such individual. ~~If Producer engages any minor(s) under the age of sixteen (16), the Producer shall designate one (1) or more individual(s) responsible for chaperoning the minor(s) and coordinating all matters relating to the welfare of the minor(s), which may include a teacher, welfare worker, child labor coordinator or other appropriately qualified individual. The Producer shall notify the minor's parent or guardian and teacher, when one is present, of the name of such individual(s). The foregoing shall not apply if the minor is not called to the set but is called for a period up to one (1) hour into wardrobe, make-up, hairdressing, promotional publicity, personal appearances, or for audio recording, after the minor's regular school has been dismissed for the day, provided that the minor is accompanied by a parent or guardian.~~"

c. **Monitor Access (Union Proposal No. 50.d.)**

Modify Section 50.D.(10) of the General Provisions of the CBA as follows:

"No one shall be allowed in an area being utilized by Producer as a school facility except the teacher and those minors being taught. However, at the request of a parent or guardian, Producer shall make best efforts to permit visual access by the parent or guardian (e.g., an open or glass door, a window or monitor) to the minor in a school facility, when feasible."

d. **Atmospheric Smoke, Haze and Fog (Union Proposal No. 50.e.)**

The parties will recommend to the Industry-Wide Labor Management Safety Committee that it review its Safety Bulletin #10 (Guidelines Regarding the Use of Artificially Created Atmospheric Fog and Haze) to consider whether any guidelines specific to minors should be added to that Bulletin. The recommendation is to be made within 60 days of notice of ratification of this agreement to the AMPTP.

e. Digital Replica (Union Proposal No. 50.f.)

Add a new Section 50.O. to the General Provisions of the CBA.

"A Producer may not use a minor's Digital Replica in any manner that would depict the minor as nude or engaged in simulated sexual activity. Producer may not use a minor's Digital Replica to age up or de-age a minor's performance for purposes of depicting the minor as nude or engaged in simulated sexual activity."

44. Arbitrator Panels (Union Proposal No. 2.a)

Modify the existing Los Angeles Arbitration Panel in the Codified Basic Agreement and Television Agreement by removing Joel Grossman, Najeeb Khoury, Sara Adler and Norman Brand, and replacing them with Richard Stone, Stephen Hayford, Michael Prihar and Kenneth Perea.

Modify the existing New York Arbitration Panel in the Codified Basic Agreement and Television Agreement by removing Ralph Berger and Andrea Christensen, and replacing them with Deborah Gaines and Howard Edelman.

45. Arbitration Caps (Union Proposal No. 2.b)

a. *Delete subsections B.-E. of Section 9 of the CBA and replace them as follows:*

“B. Disputes involving or relating to the right of termination of a performer's individual employment contract are not arbitrable, except:

“(1) with respect to day performers, stunt performers, stunt coordinators, airplane pilots, singers, dancers, puppeteers, body doubles and freelance performers whose guaranteed compensation is \$250,000 or less per picture;

“(2) when a Producer claims to have terminated or seeks a termination of the performer's individual employment contract, with respect to contract performers [fn] receiving \$25,000 or less per week, and multiple-picture performers guaranteed \$250,000 or less per picture. For the avoidance of doubt, when the performer claims to have terminated or seeks a termination of the performer's individual employment contract, the dispute shall not be arbitrable, in whole or in part; and

“(3) Union and Producer agree that the phrase “involving or relating to the right of termination” is not intended to include the situation where the responding party in any grievance or arbitration subject to this Section 9 asserts any defense involving or based upon the alleged termination of a performer’s individual employment contract. If the responding party elects to raise such a defense, such defense shall be determined in the arbitration proceeding. The responding party shall provide written notice of any such defense to the complainant not later than the earlier of (i) one hundred and eighty (180) days following delivery of the written statement of grievance provided for in subsection F.(1) of this Section, or (ii) at the time of the filing of the written reply to the demand for arbitration, if any. The responding party’s inadvertent failure to provide the written notice described in the preceding sentence shall not waive such defense or preclude the responding party from electing to litigate the defense in arbitration; however, if the responding party does not provide such written notice more than 5 days prior to the arbitrator’s cancellation deadline for any one

or multiple scheduled arbitration hearing date(s), the complainant may elect to continue the scheduled hearing date(s) and the responding party shall be responsible for paying any arbitrator or court reporter cancellation fees in connection with such continuance, notwithstanding subsection F.(5), below.

[fn] “As used in this Section 9, the term “contract performer” shall mean a performer as defined in Schedule E, Section 1 and Schedule F, Section 1.A. of this Agreement.

“C. Individual Disputes between Performer and Producer

“Subject to the provisions of subsections A. and B. above and subsection D. below, any claim between (i) a performer who is hired under a contract other than as a contract performer and whose guaranteed compensation is \$500,000 or less per picture and \$50,000 or less per week, (ii) a contract performer receiving \$25,000 or less per week, or (iii) the Union on behalf of a performer specified in (i) or (ii), on the one hand, and the Producer, on the other hand, under a performer’s individual employment contract shall be subject to arbitration, including the issue of whether a contract was entered into and any dispute involving the interpretation, performance, non-performance or an alleged breach of a term or condition of the performer's contract, including claims for overscale compensation.

“The following claims under a performer’s individual employment contract are not subject to arbitration pursuant to this provision, in whole or in part: (i) claims related to the performer’s services in a capacity other than performer (*e.g.*, when a performer also renders services on production as a producer) (for clarity, this exception does not affect claims described in subsection E.(3) below), and (ii) claims related to compensation measured by net or gross proceeds or other forms of contingent compensation (*e.g.*, bonuses based on box office or other performance metrics).

“D. Any dispute described in subsections B. or C. above shall be arbitrable only if the amount in controversy on a per performer, per project, per dispute basis is \$500,000 or less; if the amount in controversy on a per performer, per project, per dispute basis exceeds \$500,000, the dispute shall not be arbitrable, in whole or in part. As used above, ‘per dispute’ shall mean that the above-stated monetary limit applies in the aggregate to all claims that the performer could have brought that arise out of the same factual predicate, on a per project basis, and which the performer knew or should have known at the time of filing.

“Any performer whose dispute involves an amount in controversy which exceeds the monetary limits set forth in subsections B., C. or D. above may waive the performer's claim to those amounts exceeding the limitations in order to make the claim subject to arbitration. If the performer does so waive the excess amount, arbitration shall be the exclusive remedy for such claim and the performer shall waive the right to commence court proceedings.

“No performer shall be permitted to split a claim in order to come within the foregoing arbitration limits.

“E. Disputes between Union and Producer

““(1) Starting Date - Freelance Performers

“Any dispute between the Union and any Producer with respect to the issuance of any waiver referred to in the provisions of subsection 4.C. of Schedules B and C of this collective bargaining agreement shall be determined, at the request of either party, by arbitration.

““(2) "Phantom Stages"

“The Union has heretofore, upon request, issued waivers permitting the giving of weather-permitting calls for work on certain stages, such as the so-called "Phantom Stage" at Universal City Studios (when it existed) where rain, wind or hail rendered sound recording unusable. Similarly, waivers have been granted authorizing weather-permitting calls when caused by fog, wind, rain or hail on uncovered, tarpaulin-covered or open structures. It is agreed that weather-permitting calls within the limits provided by the Agreement may be given to performers on such or similar stages and on open or uncovered structures when the making of usable sound track is rendered impossible because of rain, wind or hail, or when usable photography on an uncovered structure is rendered impossible by fog, wind, rain or hail. Disputes which may arise hereunder are subject to arbitration.

““(3) All disputes between the Union and a Producer as to the interpretation, application or alleged breach of this collective bargaining agreement shall be arbitrable, including without limitation residual claims, claims for compensation at scale and claims concerning the appropriate allocation of gross compensation between covered and non-covered services for purposes of determining pension and health contributions.

““(4) All disputes described in this subsection E. shall be arbitrable without any limit on the amount in controversy.”

b. *Delete subsections (b)-(e) of Section 50 of the Television Agreement, and replace them as follows:*

““(b) Disputes involving or relating to the right of termination of a performer's individual employment contract are not arbitrable, except:

““(i) with respect to day performers, stunt performers, stunt coordinators, airplane pilots, singers, dancers, professional puppeteers and body doubles, and as to performers under contract for multiple pictures per week, performers under three-day contracts and freelance contracts whose guaranteed salary is \$250,000 or less per picture;

“(ii) when a Producer claims to have terminated or seeks termination of the performer’s individual employment contract, with respect to performers under term contracts [fn] receiving \$25,000 or less per week and performers under series contracts receiving \$75,000 or less per week, performers under contract for multiple pictures per week or freelance contracts guaranteed \$75,000 or less per week. For the avoidance of doubt, when the performer claims to have terminated or seeks a termination of the performer's individual employment contract, the dispute shall not be arbitrable, in whole or in part; and

“(iii) Union and Producer agree that the phrase “involving or relating to the right of termination” is not intended to include the situation where the responding party in any grievance or arbitration subject to this Section 50 asserts any defense involving or based upon the alleged termination of a performer’s individual employment contract. If the responding party elects to raise such a defense, such defense shall be determined in the arbitration proceeding. The responding party shall provide written notice of any such defense to the complainant not later than the earlier of (1) one hundred and eighty (180) days following delivery of the written statement of grievance provided for in subsection (f)(1) of this Section, or (2) at the time of the filing of the written reply to the demand for arbitration, if any. The responding party’s inadvertent failure to provide the written notice described in the preceding sentence shall not waive such defense or preclude the responding party from electing to litigate the defense in arbitration; however, if the responding party does not provide such written notice more than 5 days prior to the arbitrator’s cancellation deadline for any one or multiple scheduled arbitration hearing date(s), the complainant may elect to continue the scheduled hearing date(s) and the responding party shall be responsible for paying any arbitrator or court reporter cancellation fees in connection with such continuance, notwithstanding subsection (f)(5), below.

[fn] “As used in this Section 50, “term contract” shall mean a contract as defined in Section 15(a) of this Agreement.

“(c) Individual disputes between performer and Producer:

“Subject to the provisions of subsections (a) and (b) above and subsection (d) below, any claim between (i) a performer who is hired under a contract other than a series or term contract and whose guaranteed compensation is \$500,000 or less per picture, (ii) a performer under a series contract receiving weekly compensation of \$75,000 or less per week or a term contract performer receiving weekly compensation of \$25,000 or less per week, or (iii) the Union on behalf of a performer specified in (i) or (ii), on the one hand, and the Producer, on the other hand, under a performer’s individual employment contract shall be subject to arbitration, including the issue of whether a contract was entered into and any dispute involving the interpretation, performance, non-performance or an alleged breach of a term or condition of the performer's contract, including claims for overscale compensation.

“The following claims under a performer’s individual employment contract are not subject to arbitration pursuant to this provision, in whole or in part: (i) claims related to the performer’s services in a capacity other than performer (*e.g.*, when a performer also renders services on production as a producer) (for clarity, this exception does not affect claims described in subsection (e)(3) below), and (ii) claims related to compensation measured by net or gross proceeds or other forms of contingent compensation (*e.g.*, bonuses based on box office or other performance metrics).

“(d) Any dispute described in subsections (b) or (c) above shall be arbitrable only if the amount in controversy on a per performer, per project, per dispute basis is \$500,000 or less; if the amount in controversy on a per performer, per project, per dispute basis exceeds \$500,000, the dispute shall not be arbitrable, in whole or in part. As used above, "per dispute" shall mean that the above-stated monetary limit applies in the aggregate to all claims that the performer could have brought that arise out of the same factual predicate, on a per project basis, and which the performer knew or should have known at the time of filing.

“Any performer whose dispute involves an amount in controversy which exceeds the monetary limits set forth in subsections (b), (c) or (d) above may waive his/her claim to those amounts exceeding the limitations in order to make the claim subject to arbitration. If the performer does so waive the excess amount, arbitration shall be the exclusive remedy for such claim and the performer shall waive the right to commence court proceedings.

“No performer shall be permitted to split a claim in order to come within the foregoing arbitration limits.

“(e) Disputes between Union and Producer

“(1) Starting Date - Freelance Performers: Any dispute between the Union and any Producer with respect to the issuance of any waiver referred to in the provisions of Section 4(c) of Schedules B and C of the Producer – SAG-AFTRA Codified Basic Agreement shall be determined, at the request of either party, by arbitration.

“(2) ‘Phantom Stages:’ The Union has heretofore, upon request, issued waivers permitting the giving of weather-permitting calls for work on certain stages, such as the so-called "Phantom Stage" at Universal City Studios (when it existed), when rain, wind or hail rendered sound recording unusable. Similarly, waivers have been granted authorizing weather-permitting calls when caused by fog, wind, rain or hail on uncovered, tarpaulin-covered or open structures. It is agreed that weather-permitting calls within the limits provided by the contract may be given to performers on such or similar stages and on open or uncovered structures when the making of usable sound track is rendered impossible because of rain, wind or hail, or when usable photography on an uncovered structure is rendered impossible by fog, wind, rain or hail. Disputes which may arise hereunder are subject to arbitration.

“(3) All disputes between the Union and a Producer as to the interpretation, application or alleged breach of this collective bargaining agreement shall be arbitrable, including without limitation residual claims, claims for compensation at scale and claims concerning the appropriate allocation of gross compensation between covered and non-covered services for purposes of determining pension and health contributions.

“(4) All disputes described in this subsection (e) shall be arbitrable without any limit on the amount in controversy.”

46. **Service of Arbitration Demands (Union Proposal No. 2.c.)**

a. *Modify CBA Section 9(F)(3) and TVA Section 50(f)(3) as follows:*

"The demand for arbitration shall be served upon the other party by ~~first class mail~~ email addressed to the representative(s) of the Union or the Producer designated to receive such service at such party's last-known ~~address~~ email address (including any designated generic email account set up by the party to receive service of such demands, if any) or by personal service within or without the state where the proceeding is to be held. The other party may file a written reply within ten (10) days following the delivery of the demand for arbitration. The Union or the Producer may update the email address for service of demands for arbitration at any time during the term of this Agreement by providing such notice by email addressed to the representative(s) of the other party designated to receive service of arbitration claims.

"For service by email pursuant to this provision, if the serving party does not receive confirmation that the email was received, through "read receipt," return email or otherwise, that party shall also serve the demand for arbitration or notice by first class mail to the receiving party's last-known address. Service shall be effective on the date of email service, but the date by which the responding party may file a written reply and the date for arbitrator selection shall run from the date email receipt is confirmed or the date the arbitration claim or notice is postmarked, whichever is earlier."

- b.** The Producers shall provide designated email addresses no later than thirty (30) days after the effective date of this Agreement. The Union has provided Producers with its designated email address and shall re-confirm such address no later than thirty (30) days after the effective date of this Agreement.

47. **Pronoun Inclusion (Union Proposal No. 11.g)**

Add the following as a new subsection (9) to Section 26.A. of the General Provisions of the CBA:

"Producer shall use best efforts to provide performers with the option to indicate their preferred pronouns on the deal memos or onboarding paperwork and shall use best efforts to include such pronouns on either cast lists or call sheets."

48. **Special Conditions for Pilots, Presentations and New Series (Producers' Proposal No. 2)**

Modify Sideletter K to the Television Agreement (and make conforming changes) as follows:

"Re: Special Conditions for Pilots, Presentations and New Series

"Dear Duncan:

"During the negotiations for the ~~2023~~2026 SAG-AFTRA Television Agreement, the parties agreed that the following special conditions shall apply to pilots, presentations, and the first two (2) seasons of any new one (1) hour television series⁴ and the first two (2) seasons of any new one-half (1/2) hour television series⁵ as provided below:

"a. Pension and Health / Health and Retirement Contribution Rates

"i. The pension and health or health and retirement contribution rate, as applicable, for all performers and background actors employed on a pilot or a presentation which commences principal photography on or after ~~November 9, 2023~~July 1, 2026, or during the first two (2) seasons of any new one (1) hour series or one-half (1/2) hour series, the pilot or presentation for which commenced principal photography on or after ~~November 9, 2023~~July 1, 2026, shall be set at sixteen and one-half percent (16.5%) of compensation.

"ii. The pension and health or health and retirement contribution rate, as applicable, for all performers and background actors employed

⁴ This Sideletter shall also apply to covered New Media series consisting of episodes between 36 and 65 minutes in length.

⁵ This Sideletter shall also apply to covered New Media series consisting of episodes between 20 and 35 minutes in length.

during the first two (2) seasons of any new one (1) hour series or one-half (1/2) hour series, the pilot or presentation for which commenced principal photography prior to ~~November 9, 2023~~July 1, 2026, shall be set at fifteen and one-half percent (15.5%) of compensation.

“b. IACF Contributions

“Producer shall not be obligated to make any percentage payment to the SAG-AFTRA–Producers Industry Advancement and Cooperative Fund on behalf of performers employed: (1) during the first two (2) seasons of any new one (1) hour series or one-half (1/2) hour series, the pilot or presentation for which commenced principal photography prior to ~~November 9, 2023~~July 1, 2026; (2) on a pilot or a presentation which commences principal photography on or after ~~November 9, 2023~~July 1, 2026; or (3) during the first two (2) seasons of any new one (1) hour series or one-half (1/2) hour series, the pilot or presentation for which commenced principal photography on or after ~~November 9, 2023~~July 1, 2026.”

49. Foreign Telecasting Residual Formula (Producers' Proposal No. 5)

Add a new sub-paragraph E.5.(f) to Sideletter H of the Television Agreement, providing that for new licenses entered into on or after [*insert date that is July 1, 2026 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*] for a High Budget SVOD program that has never been exhibited in foreign free television, the foreign free television fixed residuals (*i.e.*, 15%, 10%, and 10% of TAM) which otherwise would be due and payable shall be modified by a ratio where the numerator is the aggregate foreign gross receipts and the denominator is 75% of the applicable foreign gross receipts threshold. The current gross receipts based residual formula shall continue to apply when the aggregate foreign gross receipts exceed the applicable threshold. For a 20-35-minute program, the current denominator is \$281,962.50; for a 36-65- minute program, the current denominator is \$563,925. For example, if the aggregate foreign gross receipts for a 20-35-minute program are \$140,981.25, then the ratio is 50%.

Re-number the existing sub-paragraph E.5.(f) as sub-paragraph E.5.(g).

Contract language follows:

“5. Reuse

* * *

“(e) For use of a High Budget SVOD Program in traditional media (*e.g.*, theatrical exhibition, free television, basic cable, pay television, home video), the Producer shall pay residuals under

existing Television Agreement formulas, including Section 18(b)(2)a(v) concerning broadcast syndication sales of a High Budget SVOD Program under a license agreement entered into on or after July 1, 2020.

“(f) For new licenses entered into on or after [insert date that is July 1, 2026 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] for a High Budget SVOD Program that has never been exhibited in foreign free television, the foreign free television fixed residuals (i.e., 15%, 10%, and 10% of ‘total applicable minimum’ as defined in Section 18(b)(4)b) of the Television Agreement) which otherwise would be due and payable shall be modified by a ratio, the numerator of which is the aggregate foreign gross receipts and the denominator of which is seventy-five percent (75%) of the applicable foreign gross receipts threshold. The current gross receipts-based residual formula shall continue to apply when the aggregate foreign gross receipts exceed the applicable thresholds. For a 20-35 minute High Budget SVOD Program, the denominator is \$281,962.50; for a 36-65 minute High Budget SVOD Program, the denominator is \$563,925. For example, if the aggregate foreign gross receipts for a 20-35-minute High Budget SVOD Program are \$140,981.25, then the ratio is 50%.

“(g)(f) Residuals payable for High Budget SVOD series under this Paragraph E. that are calculated as a percentage of ‘Distributor's gross’ shall be distributed among performers according to the 3-2-1 rateable distribution formula in Section 18.2 of the SAG-AFTRA Television Agreement. Residuals payable for all other High Budget SVOD Programs that are calculated as a percentage of ‘Distributor's gross’ shall be distributed among performers according to the time and salary units formula provided in Section 5.2 B. of the General Provisions of the SAG-AFTRA Codified Basic Agreement.”

* * *

50. **Safety Training for Stunt Coordinators and Stunt Performers (Producers' Proposal No. 9)**

Modify Sideletter R-2 of the 2023 Television Agreement as follows:

As of July 1, 2020
Revised as of November 9, 2023
Revised as of July 1, 2026

"Duncan Crabtree-Ireland
National Executive Director
SAG-AFTRA
5757 Wilshire Boulevard
Los Angeles, California 90036-3600

Re: Mandatory Safety Training for Stunt Performers

"Dear Duncan:

"During the 2020, 2023 and 2026 negotiations, the parties reached an understanding that the Producers develop and implement a mandatory safety training program for Stunt Performers.

"This training program will consist of the 'A' course (General Safety and Injury and Illness Prevention Program) ~~the three core Safety Pass courses~~ developed by Contract Services Administration Trust Fund ('CSATF'), ~~all of which are available online: the 'A' course (General Safety and Injury and Illness Prevention Program); the 'A2' course (Environmental Safety); and the 'P' course (Hazard Communication) (collectively 'Safety Pass courses')~~. (The parties may require additional training courses by mutual agreement.)

"Stunt Performers are required to complete the 'A' course Safety Pass courses by no later than October 1, 2026. Once the training becomes mandatory, Stunt Performers will be required to complete these courses in order to remain eligible for employment under the SAG-AFTRA Codified Basic or Television Agreements. Any individual who fails to complete these courses successfully by October 1, 2026 ~~the date that the training becomes mandatory~~ will be temporarily ineligible for employment as a Stunt Performer under the SAG-AFTRA Codified Basic or Television Agreements until the individual successfully completes the training program. After the effective date for the mandatory training, individuals shall have ninety (90) days from their initial date of employment as a Stunt Performer to complete successfully the training program in order to remain eligible for employment as a Stunt Performer under the SAG-AFTRA Codified Basic or Television Agreements.

"CSATF will maintain a 'SAG-AFTRA Training List,' which will reflect Stunt Performers' completion of the required training courses. Producers may access this list and verify whether a Stunt Performer has completed the required training through CSATF. In the event a Stunt Performer believes that an error has occurred in determining ineligibility for employment as a result of this process once the training becomes mandatory, the National Executive Director of SAG-AFTRA and the President of the AMPTP, or their designees, shall meet to resolve the issue.

"Furthermore, a person must complete all required harassment prevention training courses through CSATF, including periodic refresher of such training as may be required by law.

"It is understood and agreed that the SAG-AFTRA Industry Advancement and Cooperative Fund ('IACF') will fund all aspects of the stunt safety training program. Once the training program ~~becomes~~ ~~became~~ mandatory, employees who complete the training course shall receive a stipend at the same rate paid to employees covered under the IATSE Basic Agreement and West Coast Studio Local Agreements who attend safety training courses offered by CSATF."

[SIGNATURE BLOCKS OMITTED]

51. **Four-Hour Call for Safety, Harassment Prevention, Workplace Violence Prevention or Other Employee Training (Producers' Proposal No. 15)**

- a. *Modify Schedule A, Section 8 (and make conforming changes, including to other Schedules (other than Schedule X, Part I and II) and the Television Agreement) as follows:*

"A. The salary agreed upon shall be compensation in full to the day performer for eight (8) hours of work, but such compensation, if otherwise due, shall be paid to the performer even though eight (8) hours of work is not required of the performer by the Producer.

...

"B. Notwithstanding the above, a four (4) hour minimum call, payable at one-half of the day performer minimum rate, shall apply for any day on which an employee does not work and reports, at the request of an individual Producer, for safety, harassment prevention, workplace violence prevention or other employee training. Should such training exceed four (4) hours, the performer shall be paid the day performer rate. Such training call, after employment but before the starting date of such employment, shall not start the consecutive days of employment."

- b. *Modify Section 20 of Schedule X, Part I and Section 21 of Schedule X, Part II as follows:*

"[20./21.] **GUARANTEE OF EMPLOYMENT FOR DAILY EMPLOYEES**

"Daily employees - One (1) day of pay (eight (8) hours).

"Notwithstanding the above, a four (4) hour guarantee payable at one-half of the general background actor minimum rate, shall apply for any day on which an employee does not work and reports, at the request of an individual Producer, for safety, harassment prevention, workplace violence prevention or other employee training. Should such training exceed four (4) hours, the background actor shall be paid the general background actor rate.

"The foregoing guarantees ~~is~~ are subject to rights of cancellation as provided in Sections [27/28] and [28/29]."

52. **Prepaid Looping (Producers' Proposal No. 21)**

Modify Schedule A., Section 28.A. of the Codified Basic Agreement to allow for an additional prepaid looping day (for a total of two prepaid looping days) for day performers earning \$10,000 per day or more. The Producers confirm that looping days for all performers must be scheduled subject to the performer's professional availability.

53. **Housekeeping (Producers' Proposal No. 32)**

The parties have agreed to update the sick leave waivers in Section 62 of the General Provisions, Section 70 of Schedule X, Part I, Section 65 of Schedule X, Part II and Section 81 of the 2023 SAG-AFTRA Television Agreement.

54. **Family Signatory Companies (Producers' Proposal No. 33)**

The AMPTP and the Union shall enter into an Unpublished Sideletter as follows, applicable to AMPTP member companies:

"The Union agrees to add as a signatory to the Codified Basic Agreement or the Television Agreement any Producer upon request who informs the Union that it is part of a 'family company' producing program(s) under the Agreements. 'Family company': means that the Producer is majority owned, directly or indirectly, by a common parent which has a company or companies that is a member of the AMPTP^{FN} and is signatory to this Agreement. The current signatory Producer guarantees all of the obligations and responsibilities of the Producer on whose behalf the request is made."

"FN: For purposes of this Sideletter, a 'member of the AMPTP' includes Class A members and, during the term of the 2026 Agreements, shall include the current Class B members as of the date of ratification of the 2026 Agreements (*i.e.*, Fox Corporation, Southsquare Productions Inc., Legendary Pictures Productions, LLC and wiip Productions, LLC)."

55. **Sunset Clauses (Producers' Proposal No. 35)**

- a. Renew the following provisions in the Codified Basic Agreement, except as otherwise modified herein:
- i. Section 22.A. of the General Provisions (Reuse of Photography or Sound Track from Franchise Project in Another Franchise Project).
 - ii. Section 47.D(11) of the General Provisions (Virtual Interviews/ Auditions).
 - iii. Schedule A, Section 32.F.(5) (Travel Time – Rules and Definitions, Studio Zone (New York))
 - iv. Schedule B, Section 44.A.(5) (Travel Time, Studio Zone (New York))
 - v. Schedule C, Section 41.A.(5) (Travel Time, Studio Zone (New York))
 - vi. Schedule E, Section 32.A.(5) (Travel Time, Studio Zone (New York))
 - vii. Schedule K, Part I, Section 22.E.(5) (Travel Time – Rules and Definitions, Studio Zone (New York))

- viii. Schedule K, Part II, Section 27.A.(5) (Travel Time, Studio Zone (New York))
- ix. Schedule X, Part I, Section 4.(b)(6) (Waivers / Audience Participation Television Shows)
- x. Schedule X, Part II, Section 4.F. (Waivers / Audience Participation Television Shows)
- xi. Sideletter No. 21 Re Programs Made For New Media
- xii. Sideletter No. 22 Re Exhibition of Motion Pictures Transmitted Via New Media
- xiii. Sideletter No. 28 Re Virtual MVPD Services
- xiv. Sideletter No. 34 Re Programs Made for Television or SVOD Which Are Initially Exhibited in a Different Primary Market
- b. Renew the following provisions in the Television Agreement, except as otherwise modified herein:
 - i. Section 19(c)(5) (Additional Compensation For Theatrical Rights - Special Residual Provisions for Long-Form Television Motion Pictures)
 - ii. Section 36(a)(3) (Reuse of Photography or Sound Track from a Franchise Project in Another Franchise Project)
 - iii. Sideletter B-1 (Waiver re Domestic Free Television Residuals for Long-Form Television Motion Pictures)
 - iv. Sideletter B-2 (Sideletter to Section 18(b)(2)c) – Experiment in Syndication of Half-Hour Series in Markets Representing 50% or Fewer of U.S. Television Households Pursuant to a License Agreement Entered Into Prior to July 1, 2020)
 - v. Sideletter H Re Programs Made For New Media
 - vi. Sideletter I Re Exhibition of Motion Pictures Transmitted Via New Media
 - vii. Sideletter Q Re Limited Theatrical Exhibition of Series Episode(s) and MOWs
 - viii. Sideletter T Re Virtual MVPD Services
 - ix. Sideletter W Re Programs Made for Television or SVOD Which Are Initially Exhibited in a Different Primary Market
- c. Renew the Unpublished Sideletter re "Bundled" Subscription Consumer Pay Platforms.
- d. Renew and update the Sideletter re HBO Max to the SAG-AFTRA Codified Basic Agreement and Television Agreement, modified to change “Max” to “HBO Max.”

56. **Waiver of California SB 294 (Producers' Proposal No. 36)**

Add a new Section [] to the General Provisions of the CBA and to the Television Agreement (and make conforming changes by adding a new section to Schedule X, Parts I and II) as follows:

"The Union expressly waives, to the full extent permitted by law, on behalf of itself and covered performers [*background actors*], the application and all requirements of California Senate Bill 294 (2025), codified in California Labor Code Sections 1550-1559.

"Producer shall make best efforts to provide performers [*background actors*] engaged in California with a copy of the California Department of Industrial Relations' Know Your Rights notice with onboarding paperwork or otherwise at the time of engagement."

ON BEHALF OF THE PRODUCERS IN THE MULTI-EMPLOYER UNIT LISTED ON ATTACHMENT A HERETO, REPRESENTED BY THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

By: 
Gregory J. Hessinger

Date: 5/27/26

ON BEHALF OF SAG-AFTRA

By: 
Duncan Crabtree-Ireland

Date: May 27, 2026

ATTACHMENT A-I

PRODUCER - SAG-AFTRA CODIFIED BASIC AGREEMENT OF 2026 AUTHORIZATION LIST

1440 Productions LLC	B-Cam Productions LLC
20th Century Studios, Inc.	Blaze Films, Inc.
300 Pictures, Inc.	Blind Faith Productions LLC
3000 Pictures, Inc.	Blue Mist Productions (US) Inc.
40 North Productions, LLC	Blue Stockings (US) Inc.
4423 Productions LLC	Blueberry Waffles Productions LLC
	Bonanza Productions Inc.
ABC Signature, LLC	Breakout Kings Productions LLC
ABC Studios New York, LLC	Brightstar TFCF Productions LLC
Acacia Productions, Inc.	Bumper Productions LLC
Acid Pop Productions LLC	
Adelaide Productions, Inc.	Calcutta Productions LLC
Adobe Pictures, Inc.	Califon Productions, Inc.
Alameda Productions, LLC dba Legendary	Camdrew Productions LLC
Alameda Productions, LLC	Canada Premiere Pictures, Inc.
Albermarle Productions, Inc.	Cantina Productions LLC
Alive and Kicking, Inc.	Carnival Row Productions, LLC
Alternate Theory Productions LLC	Cartoon Network Studios, Inc.
Amazon Studios LLC	Castle Rock Pictures, Inc.
Ambient Sounds Productions LLC	CBS Studios Inc.
Apple Studios LLC	Changeup Productions LLC
Arlou Productions LLC	Charlestown Productions LLC
Asgard Productions III LLC	Chime Productions, LLC
Asgard Productions IV LLC	Chuck Productions, Inc.
Asgard Productions LLC	Circle Q Productions LLC
Assemble Line Productions LLC	Classic Films Inc.
Assembled Productions II LLC	Clobber Productions LLC
Assembled Productions III LLC	Columbia Pictures Hybrid Productions, Inc.
Assembled Productions IV LLC	Columbia Pictures Industries, Inc.
Assembled Productions LLC	CPT Holdings, Inc.
Atlantic 2.1 Entertainment Group, Inc.	Crescent Productions, Inc.
Atlas Hall Productions LLC	Crown City Pictures Inc.
Avery Pix, Inc.	CSL Productions, LLC
Avoca Productions, Inc.	Culver Productions, Inc.
Back Breaker Films, Inc.	Danube Productions, LLC
Backlight Productions LLC	Delta Blues Productions LLC
Bad Egg Productions LLC	Disney Television Animation
Barking Lion Productions (US) Inc.	DreamWorks Animation L.L.C
Base Light Productions LLC	DreamWorks Animation Television LLC
Battle Anybody Productions LLC	Dutch Boy Productions, LLC
Battle Investments, Inc.	DW Dramatic Television, L.L.C.

DW SKG TV, L.L.C.
DW Studios Productions, L.L.C.
Dyminium Productions, LLC

E&E Industries (US) Inc.
Eat Pray Love Productions, Inc.
ELP Communications
Extremely Dangerous Productions LLC
Eye Productions Inc.

Factual Productions, Inc.
Fallen Star Productions, LLC
Film 49 Productions, Inc.
Finger Guns Productions LLC
For All Time Productions LLC
Fox Square Productions, Inc.
Freelance Restorations LLC
Frequent Productions LLC
Fresh Out Pictures, Inc.
From Scratch Productions LLC

Galaxy Three Productions, Inc.
Garden Films Productions, Inc.
Ghost Truck 6 (US) Inc.
Goosebumps Productions, LLC
Got Talent, LLC
Gotta Dance, Inc.
Gotta Step Productions, Inc.
Grass-Fed Productions LLC
Gravitational Productions, LLC
GWave Productions, LLC

Halfworld Productions LLC
Hard Breaker Productions, Inc.
Hazardous Productions, LLC
Hi'ilawe Productions, Inc.
Hop, Skip & Jump Productions, Inc.
Horizon Scripted Television Inc.
Hostage Productions, Inc.
Huckleberry Industries (US) Inc.
Hydronaut Productions, LLC

In a Hurry Productions, LLC
In Development, LLC
Inclined Productions, Inc.
Infinity Productions II LLC

Infinity Productions III LLC
Infinity Productions LLC
Ionic Productions LLC

Iron Works Productions II LLC
Iron Works Productions III LLC

Jack & Jill Productions, Inc.
Jay Squared Productions LLC
Jump 21 Productions, LLC

Kapital Productions, LLC
Katy Mac Session Productions
Kenwood TV Productions, Inc.
Kerner Films LLC
Keystone TV Productions LLC
Kiki Tree Pictures Inc.
Kimoyo Productions II LLC
Kimoyo Productions LLC
K-Kid Productions, Inc.
Kunlun Productions LLC

Lakefront Productions, Inc.
Legendary Features Productions US, LLC
Legendary Pictures Productions, LLC
Legendary Television Animation 2, LLC
Legendary Television Animation, LLC
Lennox House Pictures Inc.
LGTV Productions, Inc.
Limbo Productions I LLC
Linear Productions LLC
Log Jam Productions LLC
Lost Lambs Productions, Inc.
Louisiana Premiere Productions LLC

Madison Productions, Inc.
Maglev Train Productions LLC
Main Gate Productions LLC
Main Lot Productions LLC
Mardi Gras Louisiana, LLC
Marvel Animation Productions LLC
Marvel Animation Studio LLC
Marvel Eastern Productions LLC
Marvel Film Productions LLC
Marvel Picture Works LLC
Mesquite Productions, Inc.
Metro-Goldwyn-Mayer Pictures Inc.

MGM Television Entertainment Inc.
Mighty Mjolnir Productions LLC
Miles Deep Productions, Inc.
Milk Street Productions, LLC
Minim Productions, Inc.
Monster House, Inc.
Mutiny Pictures Inc.
MVL East Coast Productions LLC
MVL Freelance Productions LLC
MVL Productions LLC

Natural History Productions LLC
Net 2.0 Productions, Inc.
Netflix Productions, LLC
Netflix Studios, LLC
New Hire Productions LLC
New Line Productions, Inc.
New Regency Productions, Inc.
Next Step Productions LLC
NF Voices, LLC
Nightstone Productions LLC
Ninjutsu Pictures Inc.
NM Talent Inc.
NonCal Animation, Inc.
Not Specific Productions, Inc.
Nova Prime, Inc.
NS Pictures, Inc.
NSEW Productions, LLC
NVTs Productions, LLC

Oakhaven Productions LLC
Ocotillo Productions, Inc.
Old Guard Productions LLC
Olive Avenue Productions LLC
Olive Productions, LLC
Olympia Productions US LLC
On the Brink Productions, Inc.
On Your Mark Productions LLC
One Eighty Productions LLC
One Shot Productions LLC
Onyx Collective Productions, Inc.
Open 4 Business Productions LLC
Orange Cone Productions LLC
Orchard Road Productions, LLC
Over the Pond Productions, Inc.
Overland Films, Inc.

Pacific 2.1 Entertainment Group, Inc.
Palladin Productions LLC
Pandemic Productions LLC
Panther Film Productions US, Inc.
Parallax TV Productions LLC
Paramount Overseas Productions, Inc.
Paramount Pictures Corporation
Partricks Road Productions II, Inc.
Passenger Productions, Inc.
Patch Bay Productions LLC
pg County, LLC
Pixar Talking Pictures
PLT Productions (US) Inc.
PP21 Productions LLC
Pretend Wife Productions, Inc.
Pride Productions LLC
Prodigal Pie Productions LLC
Produced Bayou, Inc.
Proximity Productions LLC
Pym Particles Productions II LLC
Pym Particles Productions III LLC

Quadra Productions, Inc.

Radius Films, Inc.
Random Pictures Inc.
Real Heaven, Inc.
Reassembled Productions LLC
Red Zone Pictures, Inc.
Redemption Pictures, Inc.
Remote Broadcasting, Inc.
Restless Productions, Inc.
Retro, Inc.
Richmond Street Productions LLC
Riot of Colour, Inc.
Riverboat Productions, LLC
Robot Dog Pictures (US) Inc.
Romanoff Productions LLC
Rose City Pictures, Inc.
Royale Productions LLC
Rozar Pictures, LLC
Ruff Draft Productions, LLC
Rutherford Bench Productions, Inc.

S&K Pictures, Inc.
Salty Pictures Inc.
Sample Size, Inc.

San Vicente Productions, Inc.
 Scarsdale Surprise Productions LLC
 Scope Productions, LLC
 Screen Gems Louisiana, LLC
 Screen Gems Productions, Inc.
 Searching for the Light Pictures, LLC
 Seven Pounds Productions, Inc.
 SG Film Productions, LLC
 Shadowstone Productions LLC
 Shouldn't Throw Stones, Inc.
 Singular Productions LLC
 SLO Productions Inc.
 SM Film Productions, Inc.
 Solve Everything Productions LLC
 Sony Pictures Animation, Inc.
 Sony Pictures Television Inc.
 South Circle Productions LLC
 South Rock Productions LLC
 Specimen 00 Productions LLC
 SpectorCorp Productions LLC
 Speyside Productions LLC
 St. Giles LLC
 Stage 6 Films, Inc.
 Stalwart Productions LLC
 Standoffish Productions LLC
 Starz Independent, LLC
 Static Productions LLC
 Stewie Productions, Inc.
 Streamhouse Productions LLC
 Sub-Urban Productions, Inc.
 Summer 1, LLC
 Sunday Show Pictures, Inc.
 Sunwater Productions, LLC
 Supreme Productions II LLC
 Supreme Productions LLC

 Talent Court Productions, Inc.
 Terrigen Productions LLC
 Thai Vampire, Inc.
 Theoretical Pictures, Inc.
 Thespians, LLC
 Thine Selves Productions LLC
 This is Fine (US) Inc.

Thwip Productions LLC
 Tibernia Productions, Inc.
 Tiny Tot Productions, Inc.
 Topanga Productions, Inc.
 Trackdown Productions, Inc.
 Triple Point Productions LLC
 TriStar Productions, Inc.
 Tristar Television, Inc.
 TVM Productions, Inc.
 Twentieth Century Fox Film Corporation
 Twentieth Century Fox Film Corporation
 d/b/a 20th Television

Ultra-Vi Productions, Inc.
 Universal Animation Studios LLC
 Universal City Studios LLC
 Universal Content Productions LLC
 Upside Down Productions Inc.

Vampires-R-Us, Inc.
 Velvet Hell Productions, Inc.
 Vertical Hold Productions LLC
 Vita-Ray Productions II LLC
 Vita-Ray Productions III LLC
 Vita-Ray Productions LLC

Walt Disney Pictures
 Warbird Productions II LLC
 Warbird Productions LLC
 Warner Bros. Animation Inc.
 Warner Bros. Pictures
 Warner Bros. Pictures Animation
 Warner Bros. Television
 Warner Specialty Productions Inc.
 Warner Specialty Video Productions Inc.
 Waveform Productions LLC
 While You Were Sleeping, LLC
 wiip Productions, LLC
 Williams Street Productions, LLC
 Woodridge Productions, Inc.

Yandr Productions, LLC
 YNFS Productions LLC

ATTACHMENT A-2

2026 PRODUCER - SAG-AFTRA TELEVISION AGREEMENT AUTHORIZATION LIST

1440 Productions LLC	Blue Mist Productions (US) Inc.
20th Century Studios, Inc.	Blue Stockings (US) Inc.
3000 Pictures, Inc.	Blueberry Waffles Productions LLC
40 North Productions, LLC	Bonanza Productions Inc.
4423 Productions LLC	Breakout Kings Productions LLC
	Brightstar TFCF Productions LLC
ABC Signature, LLC	Bumper Productions LLC
ABC Studios New York, LLC	
Acacia Productions, Inc.	Calcutta Productions LLC
Acid Pop Productions LLC	Califon Productions, Inc.
Adelaide Productions, Inc.	Camdrew Productions LLC
Alameda Productions, LLC dba Legendary	Cantina Productions LLC
Alameda Productions, LLC	Carnival Row Productions, LLC
Albermarle Productions, Inc.	Cartoon Network Studios, Inc.
Alive and Kicking, Inc.	CBS Studios Inc.
Alternate Theory Productions LLC	Changeup Productions LLC
Amazon Studios LLC	Chuck Productions, Inc.
Ambient Sounds Productions LLC	Circle Q Productions LLC
Apple Studios LLC	Clobber Productions LLC
Arlou Productions LLC	Columbia Pictures Hybrid Productions, Inc.
Asgard Productions III LLC	Columbia Pictures Industries, Inc.
Asgard Productions IV LLC	CPT Holdings, Inc.
Asgard Productions LLC	Crescent Productions, Inc.
Assemble Line Productions LLC	CSL Productions, LLC
Assembled Productions II LLC	Culver Productions, Inc.
Assembled Productions III LLC	
Assembled Productions IV LLC	Danube Productions, LLC
Assembled Productions LLC	Delta Blues Productions LLC
Atlantic 2.1 Entertainment Group, Inc.	Disney Television Animation
Atlas Hall Productions LLC	DreamWorks Animation L.L.C
Avoca Productions, Inc.	DreamWorks Animation Television LLC
	DW Dramatic Television, L.L.C.
Back Breaker Films, Inc.	DW SKG TV, L.L.C.
Backlight Productions LLC	DW Studios Productions, L.L.C.
Bad Egg Productions LLC	Dyminium Productions, LLC
Barking Lion Productions (US) Inc.	
Base Light Productions LLC	E&E Industries (US) Inc.
Battle Anybody Productions LLC	Eat Pray Love Productions, Inc.
Battle Investments, Inc.	ELP Communications
B-Cam Productions LLC	Extremely Dangerous Productions LLC
Blaze Films, Inc.	Eye Productions Inc.
Blind Faith Productions LLC	

Factual Productions, Inc.
Fallen Star Productions, LLC
Film 49 Productions, Inc.
Finger Guns Productions LLC
For All Time Productions LLC
Fox Square Productions, Inc.
Frank & Bob Films II, LLC
Freelance Restorations LLC
Frequent Productions LLC
From Scratch Productions LLC

Galaxy Three Productions, Inc.
Garden Films Productions, Inc.
Ghost Truck 6 (US) Inc.
Goosebumps Productions, LLC
Got Talent, LLC
Gotta Dance, Inc.
Gotta Step Productions, Inc.
Grass-Fed Productions LLC
Gravitational Productions, LLC
GWave Productions, LLC

Halfworld Productions LLC
Hard Breaker Productions, Inc.
Hi'ilawe Productions, Inc.
Hop, Skip & Jump Productions, Inc.
Horizon Scripted Television Inc.
Hostage Productions, Inc.
Huckleberry Industries (US) Inc.
Hydronaut Productions, LLC

In a Hurry Productions, LLC
In Development, LLC
Inclined Productions, Inc.
Infinity Productions II LLC
Infinity Productions III LLC
Infinity Productions LLC
Ionic Productions LLC
Iron Works Productions II LLC
Iron Works Productions III LLC

Jack & Jill Productions, Inc.
Jay Squared Productions LLC
Jump 21 Productions, LLC

Kapital Productions, LLC
Katy Mac Session Productions

Kenwood TV Productions, Inc.
Kerner Films LLC
Keystone TV Productions LLC
Kimoyo Productions II LLC
Kimoyo Productions LLC
K-Kid Productions, Inc.
Kunlun Productions LLC

Lakefront Productions, Inc.
Legendary Features Productions US, LLC
Legendary Pictures Productions, LLC
Legendary Television Animation 2, LLC
Legendary Television Animation, LLC
LGTV Productions, Inc.
Limbo Productions I LLC
Linear Productions LLC
Log Jam Productions LLC
Lost Lambs Productions, Inc.

Madison Productions, Inc.
Maglev Train Productions LLC
Main Gate Productions LLC
Main Lot Productions LLC
Mardi Gras Louisiana, LLC
Marvel Animation Productions LLC
Marvel Animation Studio LLC
Marvel Eastern Productions LLC
Marvel Film Productions LLC
Marvel Picture Works LLC
Mesquite Productions, Inc.
Metro-Goldwyn-Mayer Pictures Inc.
MGM Television Entertainment Inc.
Mighty Mjolnir Productions LLC
Miles Deep Productions, Inc.
Milk Street Productions, LLC
Minim Productions, Inc.
Monster House, Inc.
MVL East Coast Productions LLC
MVL Freelance Productions LLC
MVL Productions LLC

Natural History Productions LLC
Net 2.0 Productions, Inc.
Netflix Productions, LLC
Netflix Studios, LLC
New Hire Productions LLC
New Regency Productions, Inc.

Next Step Productions LLC
NF Voices, LLC
Nightstone Productions LLC
NM Talent Inc.
NonCal Animation, Inc.
Not Specific Productions, Inc.
Nova Prime, Inc.
NS Pictures, Inc.
NSEW Productions, LLC
NVTs Productions, LLC

Oakhaven Productions LLC
Ocotillo Productions, Inc.
Old Guard Productions LLC
Olive Avenue Productions LLC
Olive Productions, LLC
Olympia Productions US LLC
On the Brink Productions, Inc.
On Your Mark Productions LLC
One Eighty Productions LLC
One Shot Productions LLC
Onyx Collective Productions, Inc.
Open 4 Business Productions LLC
Orange Cone Productions LLC
Orchard Road Productions, LLC
Over the Pond Productions, Inc.
Overland Films, Inc.

Pacific 2.1 Entertainment Group, Inc.
Palladin Productions LLC
Pandemic Productions LLC
Panther Film Productions US, Inc.
Parallax TV Productions LLC
Paramount Overseas Productions, Inc.
Paramount Pictures Corporation
Partricks Road Productions II, Inc.
Passenger Productions, Inc.
Patch Bay Productions LLC
pg County, LLC
PLT Productions (US) Inc.
PP21 Productions LLC
Pretend Wife Productions, Inc.
Pride Productions LLC
Prodigal Pie Productions LLC
Produced Bayou, Inc.
Proximity Productions LLC
Pym Particles Productions II LLC

Pym Particles Productions III LLC

Quadra Productions, Inc.
Radius Films, Inc.
Real Heaven, Inc.
Reassembled Productions LLC
Remote Broadcasting, Inc.
Restless Productions, Inc.
Retro, Inc.
Richmond Street Productions LLC
Riot of Colour, Inc.
Robot Dog Pictures (US) Inc.
Romanoff Productions LLC
Royale Productions LLC
Ruff Draft Productions, LLC
Rutherford Bench Productions, Inc.

Salty Pictures Inc.
Sample Size, Inc.
San Vicente Productions, Inc.
Scarsdale Surprise Productions LLC
Screen Gems Louisiana, LLC
Screen Gems Productions, Inc.
Searching for the Light Pictures, LLC
Seven Pounds Productions, Inc.
SG Film Productions, LLC
Shadowstone Productions LLC
Shouldn't Throw Stones, Inc.
Singular Productions LLC
SM Film Productions, Inc.
Solve Everything Productions LLC
Sony Pictures Animation, Inc.
Sony Pictures Television Inc.
South Circle Productions LLC
South Rock Productions LLC
Specimen 00 Productions LLC
SpectorCorp Productions LLC
Speyside Productions LLC
St. Giles LLC
Stage 6 Films, Inc.
Stalwart Productions LLC
Standoffish Productions LLC
Starz Independent, LLC
Starz Valley Productions, LLC
Static Productions LLC
Stewie Productions, Inc.
Streamhouse Productions LLC

Sub-Urban Productions, Inc.
Summer 1, LLC
Sunday Show Pictures, Inc.
Sunwater Productions, LLC
Supreme Productions II LLC
Supreme Productions LLC

Talent Court Productions, Inc.
Terrigen Productions LLC
Thai Vampire, Inc.
Thespians, LLC
Thine Selves Productions LLC
This is Fine (US) Inc.
Thwip Productions LLC
Tibernia Productions, Inc.
Tiny Tot Productions, Inc.
Topanga Productions, Inc.
Trackdown Productions, Inc.
Triple Point Productions LLC
TriStar Productions, Inc.
Tristar Television, Inc.
TVM Productions, Inc.
Twentieth Century Fox Film Corporation
Twentieth Century Fox Film Corporation
d/b/a 20th Television

Ultra-Vi Productions, Inc.

Universal Animation Studios LLC
Universal City Studios LLC
Universal Content Productions LLC

Vampires-R-Us, Inc.
Velvet Hell Productions, Inc.
Vertical Hold Productions LLC
Vita-Ray Productions II LLC
Vita-Ray Productions III LLC
Vita-Ray Productions LLC

Walt Disney Pictures
Warbird Productions II LLC
Warbird Productions LLC
Warner Bros. Animation Inc.
Warner Bros. Pictures Animation
Warner Bros. Television
Warner Specialty Productions Inc.
Warner Specialty Video Productions Inc.
Waveform Productions LLC
While You Were Sleeping, LLC
wiip Productions, LLC
Williams Street Productions, LLC
Woodridge Productions, Inc.

Yandr Productions, LLC
YNFS Productions LLC

ATTACHMENT B

(Items 3 and 4 of MOA)

SAG-AFTRA Health Plan

1. Amend Section 34 of the Codified Basic Agreement and Section 22 of the Television Agreement to increase the contribution rate to the SAG-AFTRA Health Plan (the “Health Plan”) by one percent (1.0%) effective on July 1, 2026 or the first Sunday that is ninety (90) days following the business day on which the AMPTP receives notice of ratification, whichever is later. For clarity, the increase described in the preceding sentence shall not apply to the contribution rate under Sideletter K nor to the 13.5% contribution rate that applies to certain residual formulas. In order to effectuate this increase, the provision in Section 22(b)(2) of the Television Agreement is eliminated and the Trustees of the AFTRA Retirement Fund and the SAG-AFTRA Health Plan are directed to maintain the existing allocation of contributions to the AFTRA Retirement Fund and allocate the entire additional contribution provided for in this Paragraph, where applicable, to the SAG-AFTRA Health Plan.

2. The Parties agree to make a joint recommendation to the Board of Trustees of the SAG-AFTRA Health Plan to adopt a plan amendment providing for the changes in this Paragraph 2.

- a. The quarterly earned eligibility premium for participants and dependents will increase as follows:

	Current	Effective Jan. 1, 2027
Participant Only	\$375	\$390
Participant plus one dependent	\$531	\$550
Participant plus two or more dependents	\$747	\$780

b. The earned eligibility threshold (excluding the alternative days requirements) and the earnings requirement for the Extended Career COBRA benefit will increase effective January 1 of each year during the term of the 2026 Television Agreement by 3% (which shall be inclusive of the 2% increase provided for in the SAG-AFTRA Health Plan Summary Plan Description), with the resulting amount rounded up to the next highest \$1 increment. For the avoidance of doubt, the current existing Plan provision that provides for annual increases shall apply following the expiration of the 2026 Television Agreement.

c. The alternative days threshold shall be frozen at the current level on July 1, 2026, and the trustees shall evaluate whether the alternative days requirement should be revised.

SAG Pension Plan and AFTRA Retirement Fund

1. a. Except as provided in Paragraph 2, pension contributions on behalf of all performers engaged under the SAG-AFTRA Television Agreement on a program, the principal photography of which commences on or after July 1, 2026, shall be made to the SAG-Producers Pension Plan other than the contributions that will continue to be paid to the AFTRA Retirement Fund as described in subparagraph 1.c. The Target Ratio is eliminated.

b. Future accruals for work described in Paragraph 1.a. shall be earned in the SAG-Producers Pension Plan.

c. Contributions will continue to be made to the AFTRA Retirement Fund for work covered by the SAG-AFTRA Television Agreement performed on existing seasons of series, existing multi-part closed-end series, and existing one-time programs for which both (i) principal photography commenced prior to July 1, 2026, and (ii) contributions have been allocated to the AFTRA Retirement Fund prior to July 1, 2026. For the avoidance of doubt, where applicable, contributions made on residual payments for work described in the preceding sentence shall continue to be made to the AFTRA Retirement Fund.

d. The parties will direct the Board of Trustees of the AFTRA Retirement Fund that its plan of benefits be amended to provide that vesting credit (solely for the purposes of determining whether a participant is vested) will be provided under that plan for work performed under the SAG-AFTRA Television Agreement for participants who have less than five years of vesting service and, as of the date of ratification, have at least three years of vesting service, at least one of which was earned in the five full plan years preceding ratification.

2. Effective July 1, 2026 and through the effective date of a merger of the plans, 2.0% of the contribution rate otherwise designated for the SAG-Producers Pension Plan under the SAG-AFTRA Television Agreement shall instead be due to the AFTRA Retirement Fund (the “2% Diversion”). (E.g., if the SAG-Producers Pension Plan is due 10% of earnings, it shall continue to receive 8% of earnings and 2% of earnings shall be due to the AFTRA Retirement Fund, in addition to any other amounts it may be due.) Recognizing that performers with respect to whose work the 2% Diversion is made will (despite the 2% Diversion) receive the full benefit accrual from the SAG-Producers Pension Plan due to its earnings based formula, they will not also receive an accrual from the AFTRA Retirement Fund on account of the same earnings; accordingly, the 2% Diversion is, conditioned upon the Board of Trustees of the AFTRA Retirement Fund adopting and not revoking an amendment to the AFTRA Retirement Fund’s plan of benefits providing that participants will not receive a benefit accrual (or otherwise earn a benefit) under the AFTRA Retirement Fund’s plan of benefits on account of the 2% Diversion or the earnings associated with it. Notwithstanding the preceding sentences of this Paragraph, (i) the 2% Diversion shall only apply to employers who are contributing or have in the past contributed to the AFTRA Retirement Fund; and (ii) the bargaining parties shall, by agreement, have the right at any time to terminate or reduce the 2% Diversion going forward.

3. Paragraph 1 shall be conditioned on the following modifications being adopted: (i) the Board of Trustees of the AFTRA Retirement Fund adopting and maintaining the amendment described in Paragraph 2, (ii) the Board of Trustees of the SAG-Producers Pension Plan adopting and maintaining in effect a plan amendment providing that the earnings requirement for one pension credit shall increase by \$2,000 effective on January 1, 2028, and shall increase by \$2,000 effective on January 1, 2030, and (iii) the Board of Trustees for the AFTRA Retirement Fund and the SAG-Producers Pension Plan, respectively, shall each approve a Plan amendment providing that approval of AMPTP and SAG-AFTRA is required for any amendment that limits the requirements of this Paragraph. Notwithstanding the effective dates provided in Paragraph 1, none of the modifications described in that Paragraph shall be effective until the Plan modifications required by this Paragraph are approved and effective.

4. The bargaining parties direct the Board of Trustees of the AFTRA Retirement Fund and the Board of Trustees of the SAG-Producers Pension Plan to adopt the amendments to their respective Agreements and Declarations of Trust set forth as Appendix A and B and to their Plan documents as set forth in Appendix C and D, providing that the bargaining parties have authority to merge the plans and determine the structure of the merger, including the initial design of the merged plan within the parameters set forth below. Upon ratification of the SAG-AFTRA Television Agreement and completion of the Plan and Trust amendments described above, the parties will convene a committee of the AMPTP, the Networks, the Joint Policy Committee, the Record Company Bargaining Group and SAG-AFTRA, which will act in their settlor capacities, to attempt in good faith to reach agreement on a merger and the structure thereof, including the initial design of the merged plan (subject to the provisions herein), with a goal of it being effective no later than January 1, 2028.

a. Effective on July 1, 2028 or the first Sunday that is thirty (30) days following the business day on which the plan merger is completed, whichever is later, amend Section 34 of the Codified Basic Agreement and Section 22 of the Television Agreement to increase the contribution rate to the merged plan by one percent (1.0%). For clarity, the increase described in the preceding sentence shall not apply to the contribution rate under Sideletter K nor to the 13.5% contribution rate that applies to certain residual formulas.

b. Provided that Horizon certifies, in a projection completed no earlier than six (6) months prior to the effective date of the merger, that the merged plan projects to remain in the green zone indefinitely (normal projection period with a funded percentage and funding standard account balance that is flat or increasing in the last year of the period compared to the previous year) after taking into account the benefit improvements set forth herein, the initial design of the merged plan will also provide that upon consummation of the merger: (i) all participants of the merged plan will have no less than the accrual rate, vesting schedule and other benefit terms of the current SAG-Producers Pension Plan (as modified herein), and (ii) the monthly maximum benefit that is currently \$8,000 in the table found in Article III, Section 3(b)(3)(ii) of the Summary Plan Description (as of December 2019) will be increased to \$9,000 for 35 or more Pension Credits (and, for less than 35 Pension Credits, the maximum will be the current

SAG-Producers Pension Plan maximum found in that same table increased by 12.5%, and rounded to closest full dollar increment).

c. The merged plan's trust agreement and plan will provide that except as set forth above, the Trustees of the merged plan do not have the authority to increase benefits earlier than July 1, 2030, unless required by law or for de minimis increases projected by the actuary to have an immaterial effect on the plan's funding status. The merged plan's trust agreement and plan will also provide that thereafter, subject to the conditions below, the Trustees of the merged plan do not have the authority to increase benefits unless, after taking into account such increase, the merged plan is projected (using an investment return assumption of no more than 7.00% or, if less, the investment return assumption used by the merged plan) to be in the green zone indefinitely (normal projection period with a funded percentage and funding standard account balance that is flat or increasing in the last year of the period compared to the previous year).

d. The merged plan's trust agreement and plan will provide that each year the plan's actuary will provide the bargaining parties with a projection (using an investment return assumption of 7.25% or, if less, the investment return assumption used by the merged plan) as soon as practicable following the first calendar quarter but no later than June 1.

e. If at any time during the term of the 2026 Codified Basic Agreement and 2026 Television Agreement, the projection provided for in Paragraph 4.d. above reflects that the merged pension plan is not projected to stay in the Green Zone for at least the next 15 years, the following modifications will be made to assure adequate funding of the merged plan: if the SAG-AFTRA Health Plan has at least 15 months of reserves, the 2026 Agreements will provide that the allocation of the contributions between the SAG-AFTRA Health Plan and the merged plan will be adjusted by reallocating the maximum amount of contributions from the SAG-AFTRA Health Plan to the merged plan, such that the Health Plan is still projected to have 12 months of reserves for the next 3 years.

f. The merged plan's trust agreement and plan will provide that the limitations on increases set forth in Paragraph 4.c. cannot be changed without the approval of the bargaining parties to the SAG-AFTRA Codified Basic and Television Agreements.

5. Delete language from Section 3.b.i. of the 2023 MOA (relating to the parties' joint study of the contribution split between the SAG-Producer Pension Plan and the AFTRA Retirement Fund).

6. Upon the bargaining parties' completion of the merger of the AFTRA Retirement Fund and the SAG Producers Pension Plan, the contribution obligation as of the merger date shall be to the merged plan/surviving plan.

APPENDIX A

**AMENDMENT NO. ____ TO THE
RESTATED AGREEMENT AND DECLARATION OF TRUST OF
THE AFTRA RETIREMENT FUND**

WHEREAS, Section 11.1 of the Restated Agreement and Declaration of Trust Establishing the AFTRA Retirement Fund (the "Trust Agreement"), as amended and restated effective as of January 1, 2017, provides that the Board of Trustees (the "Board") of the AFTRA Retirement Fund may amend the Trust Agreement at any time; and

WHEREAS, the Trustees wish to amend the Trust Agreement in the manner set forth herein;

NOW, THEREFORE, IT IS RESOLVED that the Trust Agreement is amended, effective _____, 2026, as follows:

1. Article I is amended by adding a new Section 1.36 to read as follows:

1.36 "Record Company Bargaining Group" shall mean a majority of Warner Music Group, Sony Music Entertainment, Universal Music Group and Disney Music Group.
2. Article I is amended by adding a new Section 1.37 to read as follows:

1.37 "Networks" shall mean a majority of ABC, CBS and NBC.
3. Section 6.5 is amended to delete the existing text of subsection 6.5(s) and replace it with the following:

(s) To enter into agreements with other pension or retirement plans and trusts providing for the reciprocity of contributions and/or pension credits and portability of pension accruals as between the Retirement Plan and such other plans and trusts;
4. Section 8.2 is amended to delete the existing text of subsections 8.2(a) and replace it with the following:

(a) The Board shall have the authority and responsibility for the overall operation and, subject to Section 11.5 and any other provision of this Agreement specifically limiting such authority, design of the Plan and Trust Fund and the investment of the assets attributable thereto (except to the extent that such responsibility has been delegated by the Board in writing to a Custodian or an Investment Manager pursuant to the provisions of this Agreement).

5. Section 8.2 is amended to delete the existing text of subsections 8.2(b)(1) and (2) and replace them with the following:

(1) subject to Section 11.5 and any other provisions of this Agreement specifically limiting this authority, the design of the Trust, including the right to interpret, amend and modify or terminate this Agreement at any time;

(2) subject to Section 11.5 and any other provisions of this Agreement specifically limiting this authority, the design of the Plan, including the right to interpret, amend, modify or terminate such Plan (in whole or in part) at any time;

6. Section 11.1 is amended to add the following language to the end thereof:

Notwithstanding anything in this Section 11.1 to the contrary, in the event of a merger, the Board's authority and responsibility shall be limited as set forth in Section 11.5.

7. Section 11.4 is amended by deleting the existing text of subsection 11.4(b) and replacing it with the following:

(b) Nothing herein contained shall be deemed to prohibit the Board from transferring any assets of the Fund to another multiemployer pension fund, as applicable, established or maintained by any Employer for employees or former employees of the Employer who were participants in the Plan on such terms and under such conditions as the Board may determine; provided, however, that, in the case of any transfer of assets and liabilities to any other multiemployer pension plan or trust, provisions shall be made so that each Covered Performer affected thereby on the date thereof would (as if the Plan or Fund then terminated) receive a benefit immediately after transfer which is equal to or greater than the benefit that he or she would have been entitled to receive immediately prior to the transfer as if the Plan or Fund had then terminated.

8. Article XI is amended by adding a new Section 11.5 to read as follows:

11.5. Merger. Notwithstanding anything herein to the contrary, SAG-AFTRA, the Alliance of Motion Picture and Television Producers, Inc., the Networks and the Record Company Bargaining Group, acting collectively (the "AFTRA Plan Bargaining Parties"), shall have the authority, acting in their settlor capacity, to (i) merge the Retirement Fund and Retirement Plan with the SAG-Producers Pension Fund and SAG-Producers Pension Plan, respectively, to the extent consistent with Section 4231 of ERISA; (ii) determine the structure of such merger, including, without limitation, the authority to determine the initial design of the merged plan; and (iii) amend this Agreement and the Retirement Plan in order to effectuate the foregoing. In the event of such a merger, the Board's responsibility and authority with respect to the merger and initial design of the merged plan will be limited to implementing the determinations made by the AFTRA Plan Bargaining Parties in accordance with its fiduciary responsibilities.

This Amendment may be signed by the Trustees in counterparts.

EMPLOYER TRUSTEES

SAG-AFTRA TRUSTEES

APPENDIX B

AMENDMENT NO. ____

TO THE

**RESTATED AGREEMENT AND DECLARATION OF TRUST ESTABLISHING THE
SCREEN ACTORS GUILD-PRODUCERS PENSION FUND**

WHEREAS, the Screen Actors Guild-Producers Pension Plan for Motion Picture Actors (the “Plan”) is maintained pursuant to Declaration of Trust Establishing the Screen Actors Guild-Producers Pension Fund, restated effective January 1, 2023 (the “Trust Agreement”) (the “Trust Agreement”); and

WHEREAS, pursuant to Article XI, Section 1 of the Trust Agreement, the Board of Trustees is authorized to amend the Trust Agreement at any time by an affirmative vote of not less than 75% of the full complement of the Trustees; and

WHEREAS, the Board of Trustees desires to amend the Trust Agreement in the manner set forth below;

NOW, THEREFORE, the Board of Trustees hereby amends the Trust Agreement as follows, effective _____, 2026:

1. Article XI is hereby amended by adding the following language to the end of Section 1:

Notwithstanding anything in this Section 1 to the contrary, in the event of a merger, the Board’s authority and responsibility shall be limited as set forth in Section 6 of this Article XI.

2. Article XI is hereby amended by adding a new Section 6 to read as follows:

Section 6. Merger. Notwithstanding anything herein to the contrary, SAG-AFTRA, the AMPTP, the Networks and the JPC, acting collectively (the “SAG Plan Bargaining Parties”), shall have the authority, acting in their settlor capacity, to (i) merge the Pension Fund and Pension Plan with the AFTRA Retirement Fund and AFTRA Retirement Plan, respectively, to the extent consistent with Section 4231 of ERISA; (ii) determine the structure of such merger, including, without limitation, the authority to determine the initial design of the merged plan; and (iii) amend this Agreement and the Pension Plan in order to effectuate the foregoing. In the event of such a merger, the Board’s responsibility and authority with respect to the merger and initial design of the merged plan will be limited to implementing the determinations made by the SAG Plan Bargaining Parties in accordance with its fiduciary responsibilities.

The undersigned, Chief Executive Officer of the Plan, does hereby certify that the foregoing amendment to the Trust Agreement was approved and adopted by the affirmative vote of not less than 75% of the full complement of then-qualified Trustees.

Michael Estrada, Chief Executive Officer

Date

APPENDIX C

**AMENDMENT NO. _____
TO THE AFTRA RETIREMENT PLAN
2014 PPA Restatement
(Amended and Restated as of December 1, 2013)**

WHEREAS, the Board of Trustees of the AFTRA Retirement Fund (the "Board") adopted the plan of benefits of the AFTRA Retirement Plan 2014 PPA Restatement, Amended and Restated as of December 1, 2013 (the "Plan"); and

WHEREAS, Section 10.05 of the Plan permits the Board to amend the Plan, in its sole discretion, at any time and for any reason; and

WHEREAS, the Board agreed to amend the Plan and to delegate to the undersigned the authority to execute a formal Plan amendment to memorialize the amendment.

NOW, THEREFORE, it is resolved that the Plan shall be amended, effective as set forth below, as follows, effective _____, 2026:

1. Section 1.21 of the Plan is replaced with the following language:

Section 1.21. Retirement Plan or Plan. "Retirement Plan" or "Plan" shall mean the plan document and all amendments thereto, set forth herein as adopted and amended as set forth in Section 10.05.

2. Section 9.12 of the Plan is replaced with the following language:

Section 9.12. Mergers. In the case of any merger or consolidation with any other plan, no participant's or beneficiary's accrued benefit will be lower immediately after the effective date of the merger or transfer than the benefit immediately before that date, within the meaning of Section 4231 of ERISA and the regulations thereunder.

3. Section 10.05 of the Plan is replaced with the following language:

Section 10.05. Amendment. This Plan may be amended by the Trustees, consistent with the provisions of, and to the extent permitted by, the Trust Agreement. Notwithstanding the foregoing, no amendment to the Plan shall decrease the accrued benefit of any Participant unless the amendment satisfies the requirements of Code section 412(d)(2). This Plan may also be amended as set forth in Section 11.5 of the Trust Agreement.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed on the ____ day of _____ 2026.

Christine Dubois
Chief Executive Officer

APPENDIX D

AMENDMENT NO. ____
TO THE
PENSION PLAN FOR THE SCREEN ACTORS GUILD - PRODUCERS
PENSION FUND FOR MOTION PICTURE ACTORS
Amended and Restated Effective July 1, 2019

The PENSION PLAN FOR THE SCREEN ACTORS GUILD – PRODUCERS PENSION FUND FOR MOTION PICTURE ACTORS, Amended and Restated Effective July 1, 2019 (“the Plan”) is hereby amended by the Trustees, in accordance with Article XI, Section 1 of the Plan, as follows, effective as of _____, 2026:

1. Article IX, Section 17 shall be amended in its entirety to read as follows:

Section 17. Mergers. In the case of any merger or consolidation with any other plan, no participant’s or beneficiary’s accrued benefit will be lower immediately after the effective date of the merger or transfer than the benefit immediately before that date, within the meaning of Section 4231 of ERISA and the regulations thereunder.

2. Article XI, Section 1 shall be amended to add the following flush sentence at the end thereof:

This Plan may also be amended as set forth in Article XI, Section 6 of the Trust Agreement.

The undersigned Chairperson and Secretary of the Board of Trustees of the Screen Actors Guild-Producers Pension Plan for Motion Picture Actors do hereby certify that the foregoing amendment to the Plan was duly adopted by the Board of Trustees at a meeting duly called and held on _____, 2026.

Chairperson

Secretary

ATTACHMENT C

(Item 15 of the MOA)

Modify Section 6.A. of the Codified Basic Agreement as follows:

THEATRICAL DISTRIBUTOR'S ASSUMPTION AGREEMENT

In consideration of the execution of a DISTRIBUTION AGREEMENT between _____ ("Producer") and the undersigned Distributor, Distributor agrees that the motion picture presently entitled _____ (the "Picture") is subject to the Producer – SAG-AFTRA Codified Basic Agreement of 2026, 2023, 2020, 2017 or 2014 or the Producer–Screen Actors Guild Codified Basic Agreements of 2011, 2009, 2005, 2001 (including the Extension Agreement dated July 1, 2004), 1998, 1995, 1992, 1989, 1986, 1983 or 1980 (strike those which are not applicable) ("Basic Agreement") covering theatrical motion pictures and particularly to the provisions of (strike those of the following clauses (1), (2), (3) or (34) which are not applicable):

(1) Section 5 thereof, pertaining to additional compensation payable to performers when theatrical motion pictures, the principal photography of which commenced after October 6, 1980 and which are covered by said Section, are released to free television, and Section 34 pertaining to applicable pension and health contributions, if any are required;

(2) Section 5.1 thereof, pertaining to additional compensation payable to performers when theatrical motion pictures, the principal photography of which commenced after June 30, 1971 but prior to July 21, 1980 and which are covered by said Section, are released in Supplemental Markets and Section 34 pertaining to applicable pension and health contributions, if any are required;

(3) Section 5.2 thereof, pertaining to additional compensation payable to performers when theatrical motion pictures, the principal photography of which commenced after October 6, 1980 and which are covered by said Section, are released in Supplemental Markets and Section 34 pertaining to applicable pension and health contributions, if any are required.

(4) Sideletter 22 thereof, pertaining to additional compensation payable to performers when theatrical motion pictures, the principal photography of which commenced on or after July 1, 1971, and which are covered by said Sideletter, are released in New Media and Section 34 pertaining to applicable pension and health contributions, if any are required.

Distributor is distributing or licensing the Picture for distribution (select one)

_____ in perpetuity (*i.e.*, for the period of copyright and any renewals thereof)

_____ for a limited term of _____ years

in the following territories and media (indicate those that are applicable):

Territory:

_____ Domestic (the U.S. and Canada, and their respective possessions and territories)

_____ Foreign (the world excluding the U.S. and Canada and their respective possessions and territories)

_____ Other (please describe):

Media:

_____ All

_____ Home Video/DVD

_____ Pay Television

_____ Free Television

_____ New Media

_____ Other (please describe):

_____ See description, attached hereto as Exhibit "A" and incorporated herein by reference.

Distributor hereby agrees, expressly for the benefit of SAG-AFTRA, as representative of the performers whose services are included in the Picture, when the Picture is telecast on free television or exhibited in Supplemental Markets or in New Media (as applicable), to make the additional compensation payments required thereby, if any, and the pension and health contributions required thereby, if any, with respect to the territories, media and term referred to above as provided in the applicable Sections referred to hereinabove (all such payments are

collectively hereinafter referred to as "Residuals"). Distributor, for and on behalf of the Producer, shall make all Social Security, withholding, unemployment insurance and disability insurance payments required by law with respect to the additional compensation referred to in the preceding sentence.

It is expressly understood that the right of Distributor to license the Picture for exhibition on free television ~~or~~ in Supplemental Markets or in New Media (as applicable), or to exhibit or cause or permit the Picture to be exhibited on free television ~~or~~ in Supplemental Markets or in New Media (as applicable), shall be subject to and conditioned upon the prompt payment of Residuals with respect to the territories, media and term referred to above in accordance with said applicable Sections. It is agreed that SAG-AFTRA, in addition to all other remedies, shall be entitled to injunctive relief against Distributor in the event such payments are not made.

To the extent that Producer has executed a security agreement and financing statement in SAG-AFTRA's favor in the Picture and related collateral as defined in the SAG-AFTRA – Producer Security Agreement ("SAG-AFTRA Security Interest"), Distributor agrees and acknowledges that Distributor's rights in the Picture acquired pursuant to the Distribution Agreement (to the extent those rights are included in the collateral covered by the Security Agreement) are subject and subordinate to the SAG-AFTRA Security Interest. SAG-AFTRA agrees that so long as Residuals with respect to the Picture for the territories, media and term referred to above are timely paid in accordance with said applicable Sections that SAG-AFTRA will not exercise any rights under the SAG-AFTRA Security Interest which would in any way interfere with the rights of the Distributor to distribute the Picture and receive all revenues from such distribution.

SAG-AFTRA further agrees that if it exercises its rights as a secured party, it will dispose of collateral which encompasses any of Distributor's rights or interests in, or physical items relating to, the Picture, only to a transferee which agrees in writing to be bound by SAG-AFTRA's obligations under this Assumption Agreement.

Within a reasonable time after the expiration of each calendar quarter, but not exceeding sixty (60) days, Distributor will furnish or cause to be furnished to SAG-AFTRA a written report showing the gross receipts during the preceding quarter from the distribution of the Picture by Distributor on free television ~~or~~ in Supplemental Markets or in New Media (as applicable), with respect to which Distributor is required to make payments hereunder, (whether distributed by the Distributor or through another distributor), and showing the date of the first exhibition on television ~~or~~ in Supplemental Markets or in New Media (as applicable), and whether such exhibition was on network television and, if so, whether in prime time.

Distributor shall also make available for inspection by SAG-AFTRA all Distributor's statements delivered to Producer insofar as they relate to such gross receipts. SAG-AFTRA shall have the right at reasonable times and on reasonable notice to examine the books and records of Distributor as to such gross receipts pertaining to such distribution on free

television ~~or~~, in Supplemental Markets or in New Media (as applicable) of the Picture. If Distributor shall fail to make such payments as and when due and payable, Distributor shall pay late payment damages as specified in Section 5, 5.1, 5.2 or ~~5.2~~ Sideletter 22, whichever is applicable, of the Basic Agreement.

In the event of any sale, assignment or transfer of any or all of Distributor's distribution or exhibition rights in the Picture, Distributor shall remain liable for the Residuals relating to such rights unless Distributor obtains an executed Distributor's Assumption Agreement in this form from each such purchaser, assignee or transferee and SAG-AFTRA approves in writing the financial responsibility of the party obtaining such rights. SAG-AFTRA agrees that it will not unreasonably withhold its approval of the financial responsibility of any such purchaser, assignee or transferee. In the event SAG-AFTRA is notified that such purchaser, assignee or transferee is a Qualified Distributor, then the financial responsibility of such purchaser, assignee or transferee shall be deemed automatically approved on the date SAG-AFTRA receives written notice of the assumption of obligations hereunder by the Qualified Distributor. Nothing herein shall release Producer of its obligations under the Basic Agreement or any other agreement between Producer and SAG-AFTRA.

If SAG-AFTRA does not approve ~~in writing~~ the financial responsibility of the party obtaining such rights in writing, this DISTRIBUTOR'S ASSUMPTION AGREEMENT shall remain effective and binding upon Distributor with respect to any such transferred rights, and Distributor shall be obligated to pay Residuals which accrue during the term for those territories and media for which it was granted distribution rights and all extensions and renewals. Such obligations shall be subject to Section 6.C. of the Basic Agreement. The Distributor shall have the right, at its election, to cause to be immediately submitted to arbitration, pursuant to the provisions of Section 9 hereof, the issue of whether SAG-AFTRA has unreasonably withheld the approval of the financial responsibility of such purchaser, assignee or transferee for payments due hereunder.

Distributor and SAG-AFTRA hereby agree that all disputes based upon, arising out of or relating to this Assumption Agreement, other than SAG-AFTRA's entitlement to injunctive or other equitable relief, shall be submitted to final and binding arbitration in accordance with the arbitration provisions contained in the Basic Agreement. Demand for arbitration shall be served upon Distributor by email addressed to the representative(s) of the Distributor designated to receive such service at Distributor's email address below (including any designated generic email account set up by the Distributor to receive service of such demands, if any) or by personal service within or without the state where the proceeding is to be held. The Distributor may file a written reply within ten (10) days following the delivery of the demand for arbitration. The Distributor may update the email address or physical address for service of demands for arbitration at any time by providing such notice by email addressed to ArbitrationNotices@SAGAFTRA.org, or as otherwise designated by SAG-AFTRA. For service by email pursuant to this provision, if SAG-AFTRA does not receive confirmation that the email was received, through "read receipt," return email or otherwise, SAG-AFTRA shall also serve

the demand for arbitration by first class mail to the Distributor's address listed below. Service shall be effective on the date of email service, but the date by which the Distributor may file a written reply and the date for arbitrator selection shall run from the date email receipt is confirmed or the date the arbitration claim is postmarked, whichever is earlier.

Notwithstanding the foregoing, Distributor agrees and acknowledges that SAG-AFTRA is not precluded by this or any other provision of this Assumption Agreement from obtaining from a court injunctive relief or any other legal remedy at any time prior to arbitration or issuance of an arbitration award. The right to obtain injunctive relief from a court shall be applicable whether an arbitration proceeding has or has not been initiated, and further, without limitation, shall be applicable in conjunction with a proceeding to confirm and enforce an arbitration award against Distributor.

THIS DISTRIBUTOR'S ASSUMPTION AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES, AS THE SAME WOULD BE APPLIED BY A FEDERAL COURT IN CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. SAG-AFTRA and Distributor agree that any arbitration or legal action or proceeding brought to interpret or enforce the provisions of this Distributor's Assumption Agreement (including an action to compel arbitration or a petition to vacate an arbitration award) shall be held or brought in Los Angeles County, California, and Distributor irrevocably submits to the jurisdiction of the federal and state courts therein. Notwithstanding the foregoing, SAG-AFTRA, at its option, may bring a legal action or proceeding outside California under the following circumstances: (a) if Distributor has no principal place of business in California; or (b) whether or not Distributor has a principal place of business in California, to enforce or execute upon an arbitration award or court order or judgment, in any jurisdiction in which Distributor's assets are located (and Distributor irrevocably submits to the jurisdiction of the courts of such places for purposes of such execution or enforcement). Distributor consents to service of process by personal delivery or by certified or registered mail, return receipt requested, to Distributor's general counsel or to Distributor's representative identified below or by first class mail to Distributor when Distributor has not designated a representative or a general counsel, or by any other method permitted by law. SAG-AFTRA and Distributor agree that signatures to

this Agreement transmitted via facsimile or via electronic delivery shall be presumed authentic and deemed originals.

Date _____

("Distributor")

Address: _____

By: _____

Please print name

Title: _____

Distributor's Representative or General Counsel:

Email Address for Service of Arbitration Demands

Modify Section 6.B. of the Codified Basic Agreement as follows:

THEATRICAL BUYER'S ASSUMPTION AGREEMENT

For valuable consideration, the undersigned _____

(INSERT NAME OF BUYER, TRANSFEREE OR ASSIGNEE)

(hereinafter referred to as "Buyer") hereby agrees with _____

(INSERT NAME OF PRODUCER)

that each motion picture covered by this agreement ("the Picture") identified in the attached Exhibit "A") is subject to the Producer – SAG-AFTRA Codified Basic Agreement of 2026, 2023, 2020, 2017 or 2014 or the Producer–Screen Actors Guild Codified Basic Agreements of 2011, 2009, 2005, 2001 (including the Extension Agreement dated July 1, 2004), 1998, 1995, 1992, 1989, 1986, 1983 or 1980 (strike those which are not applicable) (hereinafter "Basic Agreement") covering theatrical motion pictures and particularly to the provisions of (strike those of the following clauses (1), (2), (3) or (34) which are not applicable):

(1) Section 5 thereof, pertaining to additional compensation payable to performers when theatrical motion pictures, the principal photography of which commenced after October 6, 1980 and which are covered by said Section, are released to free television and Section 34 pertaining to applicable pension and health contributions;

(2) Section 5.1 thereof, pertaining to additional compensation payable to performers when theatrical motion pictures, the principal photography of which commenced after June 30, 1971 but prior to July 21, 1980, and which are covered by said Section, are released in Supplemental Markets and Section 34 pertaining to applicable pension and health contributions.

(3) Section 5.2 thereof, pertaining to additional compensation payable to performers when theatrical motion pictures, the principal photography of which commenced after October 6, 1980 and which are covered by said Section, are released in Supplemental Markets and Section 34 pertaining to applicable pension and health contributions.

(4) Sideletter 22 thereof, pertaining to additional compensation payable to performers when theatrical motion pictures, the principal photography of which commenced on or after July 1, 1971, and which are covered by said Sideletter, are released in New Media and Section 34 pertaining to applicable pension and health contributions, if any are required.

Buyer is purchasing rights in the following territories and media (indicate those that are applicable):

Territory:

- _____ Domestic (the U.S. and Canada, and their respective possessions and territories)
- _____ Foreign (the world excluding the U.S. and Canada and their respective possessions and territories)
- _____ Other (please describe):

Media:

- _____ All
- _____ Home Video/DVD
- _____ Pay Television
- _____ Free Television
- _____ New Media
- _____ Other (please describe):
- _____ See description, attached hereto as Exhibit "A" and incorporated herein by reference.

Buyer hereby agrees, expressly for the benefit of SAG-AFTRA, as representative of the performers whose services are included in the Picture when telecast or when exhibited in Supplemental Markets or in New Media (as applicable), to assume and be bound by Producer's obligation thereunder to make the additional compensation payments required thereby, if any, with respect to the territories and media referred to above and the pension and health contributions required thereby, if any, as provided in the applicable Section(s) referred to hereinabove (all such payments are collectively hereinafter referred to as "Residuals"). Buyer, for and on behalf of the Producer, shall make all Social Security, withholding, unemployment insurance and disability insurance payments required by law with respect to the additional compensation referred to in the preceding sentence.

It is expressly understood that the right of Buyer to license the Picture for exhibition on free television ~~or~~, in Supplemental Markets or in New Media (as applicable), or to exhibit or

cause or permit the Picture to be exhibited on free television ~~or~~ in Supplemental Markets or in New Media (as applicable), shall be subject to and conditioned upon the prompt payment of Residuals with respect to the territories and media referred to above in accordance with said applicable Section(s). It is agreed that SAG-AFTRA, in addition to all other remedies, shall be entitled to injunctive relief against Buyer in the event such payments are not made.

To the extent that Producer has executed a security agreement and financing statement in SAG-AFTRA's favor in the Picture and related collateral as defined in the SAG-AFTRA-Producer Security Agreement ("SAG-AFTRA Security Interest"), Buyer agrees and acknowledges that Buyer's rights to the Picture acquired pursuant to the Purchase Agreement (to the extent those rights are included in the collateral covered by the Security Agreement) are subject and subordinate to the SAG-AFTRA Security Interest. Buyer further agrees to execute a security agreement, mortgage of copyright, UCC~~1~~, and~~2~~ other UCC documentation and any other document required under the Basic Agreement or necessary or desirable in SAG-AFTRA's discretion to continue the SAG-AFTRA Security Interest. SAG-AFTRA agrees that so long as Residuals with respect to the Picture for all the territories and media referred to above are timely paid in accordance with said applicable Section(s), that SAG-AFTRA will not exercise any rights under the SAG-AFTRA Security Interest which would in any way interfere with the rights of the Buyer to distribute the Picture and receive all revenues from such distribution.

SAG-AFTRA further agrees that if it exercises its rights as a secured party, it will dispose of collateral which encompasses any of Buyer's rights or interests in, or physical items relating to, the Picture, only to a transferee which agrees in writing to be bound by SAG-AFTRA's obligations under this Assumption Agreement.

Within a reasonable time after the expiration of each calendar quarter, but not exceeding sixty (60) days, Buyer will furnish or cause to be furnished to SAG-AFTRA a written report showing the gross receipts during the preceding quarter from the distribution of the Picture by Buyer on free television ~~or~~ in Supplemental Markets or in New Media (as applicable) with respect to which Buyer is required to make payments hereunder (whether distributed by Buyer or through another distributor), and showing the date of the first exhibition on television ~~or~~ in Supplemental Markets or in New Media (as applicable), and whether such exhibition was on network television and, if so, whether in prime time.

Buyer shall also make available for inspection by SAG-AFTRA all distributor's statements delivered to Buyer insofar as they relate to such gross receipts. SAG-AFTRA shall have the right at reasonable times and upon reasonable notice to examine the books and records of Buyer as to such gross receipts pertaining to such distribution on free television ~~or~~ in Supplemental Markets or in New Media (as applicable) of the Picture. If Buyer shall fail to make such payments as and when due and payable, Buyer shall pay late payment damages as specified in Section 5, 5.1, 5.2 or ~~5.2~~Sideletter 22, whichever is applicable, of the Basic Agreement.

In the event of any sale, assignment or transfer of any or all of Buyer's distribution or exhibition rights in the Picture, Buyer shall remain liable for the Residuals relating to such rights, with respect to the territories, media and term referred to above, unless Buyer obtains an executed Buyer's Assumption Agreement in this form and other documents required by SAG-AFTRA from each such purchaser, assignee or transferee and SAG-AFTRA approves in writing the financial responsibility of the party obtaining such rights. SAG-AFTRA agrees that it will not unreasonably withhold its approval of the financial responsibility of any such purchaser, assignee or transferee. Nothing herein shall release the Producer of its obligations under any other agreement between Producer and SAG-AFTRA relating to the Picture, unless the Producer has been relieved of liability pursuant to the provisions of this Section 6.B. of the Basic Agreement.

If SAG-AFTRA does not approve ~~in writing~~ the financial responsibility of the party obtaining such rights in writing, this Buyer's Assumption Agreement shall remain effective and binding upon Buyer with respect to any such transferred rights.

Buyer and SAG-AFTRA hereby agree that all disputes based upon, arising out of or relating to this Assumption Agreement, other than SAG-AFTRA's entitlement to injunctive or other equitable relief, shall be submitted to final and binding arbitration in accordance with the arbitration provisions contained in the Basic Agreement. Demands for arbitration shall be served upon Buyer by email addressed to the representative(s) of the Buyer designated to receive such service at Buyer's email address below (including any designated generic email account set up by the Buyer to receive service of such demands, if any) or by personal service within or without the state where the proceeding is to be held. The Buyer may file a written reply within ten (10) days following the delivery of the demand for arbitration. The Buyer may update the email address or physical address for service of demands for arbitration at any time by providing such notice by email addressed to ArbitrationNotices@SAGAFTRA.org, or as otherwise designated by SAG-AFTRA. For service by email pursuant to this provision, if SAG-AFTRA does not receive confirmation that the email was received, through "read receipt," return email or otherwise, SAG-AFTRA shall also serve the demand for arbitration by first class mail to the Buyer's address listed below. Service shall be effective on the date of email service, but the date by which the Buyer may file a written reply and the date for arbitrator selection shall run from the date email receipt is confirmed or the date the arbitration claim is postmarked, whichever is earlier.

Notwithstanding the foregoing, Buyer agrees and acknowledges that SAG-AFTRA is not precluded by this or any other provision of this Assumption Agreement from obtaining from a court injunctive relief or any other legal remedy at any time prior to arbitration or issuance of an arbitration award. The right to obtain injunctive relief from a court shall be applicable whether an arbitration proceeding has or has not been initiated, and further, without limitation, shall be applicable in conjunction with a proceeding to confirm and enforce an arbitration award against Buyer.

THIS BUYER'S ASSUMPTION AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES, AS THE SAME WOULD BE APPLIED BY A FEDERAL COURT IN CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. SAG-AFTRA and Buyer agree that any arbitration or legal action or proceeding brought to interpret or enforce the provisions of this Buyer's Assumption Agreement (including an action to compel arbitration or a petition to vacate an arbitration award) shall be held or brought in Los Angeles County, California, and Buyer irrevocably submits to the jurisdiction of the federal and state courts therein. Notwithstanding the foregoing, SAG-AFTRA, at its option, may bring a legal action or proceeding outside California under the following circumstances: (a) if Buyer has no principal place of business in California; or (b) whether or not Buyer has a principal place of business in California, to enforce or execute upon an arbitration award or court order or judgment, in any jurisdiction in which Buyer's assets are located (and Buyer irrevocably submits to the jurisdiction of the courts of such places for purposes of such execution or enforcement). Buyer consents to service of process by personal delivery or by certified or registered mail, return receipt requested, to Buyer's general counsel or to Buyer's representative identified below or by first class mail to Buyer when Buyer has not designated a representative or a general counsel, or by any other method permitted by law. SAG-AFTRA and Buyer agree that signatures to this Agreement transmitted by facsimile or via electronic delivery are presumed authentic and deemed originals.

DATE _____

BUYER _____

ADDRESS _____

BY _____

BUYER'S REPRESENTATIVE OR GENERAL COUNSEL _____

Email Address for Service of Arbitration Demands _____

Modify Section 21(a) of the Television Agreement as follows:

TELEVISION DISTRIBUTOR'S ASSUMPTION AGREEMENT

In consideration of the execution of a DISTRIBUTION AGREEMENT between _____ ("Producer") and the undersigned Distributor, Distributor agrees that the motion picture presently entitled _____ (the "Picture") is subject to the SAG-AFTRA Television Agreement of 2026, 2023, 2020, 2017 or 2014 or the Screen Actors Guild Television Agreements of 2011, 2009, 2005, 2001 (including the Extension Agreement dated July 1, 2004), 1998, 1995, 1992, 1989, 1986, 1983 or 1980 (strike those which are not applicable) ("Television Agreement") covering television motion pictures and particularly to the provisions of (strike those of the following clauses (1), (2), (3) ~~or (4), (5), (6), (7), (8) (9) or (10)~~ which are not applicable):

(1) Section 18 thereof, pertaining to additional compensation payable to performers when television motion pictures are rerun on free television in the United States and Canada, and Section 22 pertaining to applicable pension and health contributions, if any are required;

(2) Section 18.1 thereof, pertaining to additional compensation payable to performers when television motion pictures are released to basic cable and Section 22 pertaining to applicable pension and health contributions, if any are required;

(3) Section 19 thereof, pertaining to additional compensation payable to performers when television motion pictures are exhibited theatrically and Section 22 pertaining to applicable pension and health contributions, if any are required; ~~and~~

(4) Section 20.1 thereof, pertaining to additional compensation payable to performers when television motion pictures, the principal photography of which commenced on or after October 6, 1980, are released in Supplemental Markets and Section 22 pertaining to applicable pension and health contributions, if any are required;

(5) Sideletter H (Sideletter 21) thereof, pertaining to additional compensation payable to performers for a New Media production, the principal photography of which commenced on or after June 10, 2009, and which are covered by said Sideletter, and Section 22 pertaining to applicable pension and health contributions, if any are required;

(6) Sideletter I thereof, pertaining to additional compensation payable to performers when television motion pictures produced under Exhibit A, The CW Supplement or Section 2.A.(1) of Exhibit E of the SAG-AFTRA Network Code, the principal photography of which commenced on or after November 16, 1973, and which are covered by said Sideletter and are released in New Media and Section 22 pertaining to applicable pension and health contributions, if any are required;

(7) _____ Sideletter I thereof, pertaining to additional compensation payable to performers when other television motion pictures, the principal photography of which commenced on or after July 20, 1952, and which are covered by said Sideletter and are released in New Media and Section 22 pertaining to applicable pension and health contributions, if any are required;

(8) _____ Section 78 thereof, pertaining to additional compensation payable to performers for television motion pictures of the type historically produced under the SAG-AFTRA Television Agreement produced primarily for pay television and/or the videodisc/videocassette markets, and which are covered by said Section and Section 22 pertaining to applicable pension and health contributions, if any are required;

(9) _____ Section 82 thereof, pertaining to the additional compensation payable to performers for live action dramatic television motion pictures produced for initial exhibition on a basic cable service, and which are covered by said Section and Section 22 pertaining to applicable pension and health contributions, if any are required; and

(10) _____ Section 83 thereof, pertaining to the additional compensation payable to performers for prime time dramatic programs produced for the CW, and which are covered by said Section and Section 22 pertaining to applicable pension and health contributions, if any are required.

Distributor is distributing or licensing the Picture for distribution (select one)

_____ in perpetuity (*i.e.*, for the period of copyright and any renewals thereof)

_____ for a limited term of _____ years

in the following territories and media (indicate those that are applicable):

Territory:

_____ Domestic (the U.S. and Canada, and their respective possessions and territories)

_____ Foreign (the world excluding the U.S. and Canada and their respective possessions and territories)

_____ Other (please describe):

Media:

- _____ All
- _____ Theatrical
- _____ Home Video/DVD
- _____ Pay Television
- _____ Free Television (Domestic)
- _____ Foreign Free Television
- _____ Basic Cable
- _____ New Media
- _____ Other (please describe):
- _____ See description, attached hereto as Exhibit "A" and incorporated herein by reference.

Distributor hereby agrees, expressly for the benefit of SAG-AFTRA as representative of the performers whose services are included in the Picture, when the Picture is exhibited on free television, foreign television, basic cable or theatrically ~~or~~ in Supplemental Markets or in New Media (as applicable), to make the additional compensation payments required thereby, if any, and the pension and health contributions required thereby, if any, with respect to the territories, media and term referred to above as provided in the applicable Sections referred to hereinabove (all such payments are collectively hereinafter referred to as "Residuals"). Distributor, for and on behalf of the Producer, shall make all Social Security, withholding, unemployment insurance and disability insurance payments required by law with respect to the additional compensation referred to in the preceding sentence.

It is expressly understood that the right of Distributor to license the Picture for exhibition on free television, foreign television, basic cable, theatrically ~~or~~ in Supplemental Markets or in New Media (as applicable), or to exhibit or cause or permit the Picture to be exhibited on free television, foreign television, basic cable, theatrically ~~or~~ in Supplemental Markets or in New Media (as applicable), shall be subject to and conditioned upon the prompt payment of Residuals with respect to the territories, media and term referred to above in accordance with said applicable Sections. It is agreed that SAG-AFTRA, in addition to all other remedies, shall be entitled to injunctive relief against Distributor in the event such payments are not made.

To the extent that Producer has executed a security agreement ~~and financing statement~~ in SAG-AFTRA's favor in the Picture and related collateral as defined in the SAG-AFTRA-Producer Security Agreement ("SAG-AFTRA Security Interest"), Distributor agrees and acknowledges that Distributor's rights in the Picture acquired pursuant to the Distribution Agreement (to the extent those rights are included in the collateral covered by the Security Agreement) are subject and subordinate to the SAG-AFTRA Security Interest. SAG-AFTRA agrees that, so long as Residuals with respect to the Picture for the territories, media and term referred to above are timely paid in accordance with said applicable Sections, SAG-AFTRA will not exercise any rights under the SAG-AFTRA Security Interest which would in any way interfere with the rights of the Distributor to distribute the Picture and receive all revenues from such distribution.

SAG-AFTRA further agrees that if it exercises its rights as a secured party, it will dispose of collateral which encompasses any of Distributor's rights or interests in, or physical items relating to, the Picture, only to a transferee which agrees in writing to be bound by SAG-AFTRA's obligations under this Assumption Agreement.

Distributor agrees to keep (i) complete records showing all cities in the United States in which the Pictures have been telecast and the number of telecasts in each such city, the television stations on which telecast, and the dates thereof; (ii) complete records showing Distributor's Foreign Gross for the Picture(s) to the extent that such records are pertinent to the computation of payments for foreign telecasting; (iii) records showing the date on which each such Picture is first exhibited in theatrical exhibition anywhere in the world and the place of such exhibition; (iv) records showing the date of the first exhibition of the Picture in New Media and information relating to the Picture's availability on the initial release platform; and ~~(iv)~~ complete records showing Distributor's gross receipts from basic cable exhibition and from the distribution of such Picture in Supplemental Markets or in New Media. The undersigned Distributor shall also keep such records as are necessary for the computation of Residuals for reruns, foreign telecasting, basic cable exhibition, theatrical exhibition ~~and~~ Supplemental Markets and New Media use for so long as such Residuals may be due or payable. SAG-AFTRA shall have the right, at all reasonable times, to inspect any and all such records. If Distributor shall fail to make such payments as and when due and payable, Distributor shall pay late payment damages as specified in the Television Agreement.

If Distributor has acquired the rights to distribute the Picture on free television under a run-based residual formula, the Distributor shall give SAG-AFTRA prompt written notice of the date on which the Picture is first telecast in any city in the United States for the second run and for each subsequent run thereafter. If the second or third run is in network prime time, the notice shall state that fact.

If the Picture is distributed for foreign telecasting and if Distributor has acquired the rights to distribute the Picture for foreign telecasting, Distributor shall furnish reports to SAG-AFTRA showing Distributor's Foreign Gross derived from the Picture until (i) the Picture

has been withdrawn from distribution for foreign telecasting; or (ii) all of the performers in the Picture have received the full additional payments for such foreign telecasting to which they are entitled pursuant to the Television Agreement. Such reports shall be rendered to SAG-AFTRA on a quarterly basis during the first three (3) years in which the Picture is distributed for foreign telecasting, on a semi-annual basis for the next following two (2) years, and on an annual basis thereafter.

If the Picture is distributed in Supplemental Markets or in New Media subject to a gross receipts based formula and if Distributor has acquired the rights to distribute the Picture in Supplemental Markets or in New Media, Distributor shall furnish reports to SAG-AFTRA, quarterly during each calendar year, showing Distributor's gross receipts derived from such Supplemental Market or New Media use for as long as Distributor receives any such gross receipts.

If the Distributor distributes the Picture in New Media subject to an exhibition year formula, the Distributor will furnish reports to SAG-AFTRA showing when the Picture was first exhibited in New Media.

If the Distributor has acquired the right to distribute the Picture in syndication for which a percentage of receipts based formula applies, and the Distributor has distributed the Picture in syndication for which a percentage of receipts based formula applies, the Distributor shall furnish reports to SAG-AFTRA, quarterly during each calendar year, showing Distributor's gross receipts derived from such distribution for so long as Distributor receives any such gross receipts.

If the Picture is distributed theatrically and if Distributor has acquired the rights to exhibit the Picture theatrically, the Distributor shall give prompt written notice to SAG-AFTRA of the date on which the Picture is first exhibited theatrically (1) in the United States, its commonwealths, territories and possessions and Canada and/or (2) in all other countries.

If the Picture is distributed on basic cable and if Distributor has acquired the rights to distribute the Picture on basic cable, the Distributor shall furnish reports to SAG-AFTRA, quarterly during each calendar year, showing Distributor's gross receipts derived from such distribution for so long as Distributor receives any such gross receipts.

Distributor agrees to cooperate in responding to reasonable requests from SAG-AFTRA as to whether the Picture is currently being rerun on television under a run-based residual formula, distributed for foreign telecasting, on basic cable, theatrically ~~or~~, in Supplemental Markets or in New Media. An inadvertent failure to comply with any of the notice or reporting provisions hereof shall not constitute a default by Distributor hereunder, provided said failure is cured promptly after written notice thereof from SAG-AFTRA.

In the event of any sale, assignment or transfer of any or all of Distributor's distribution or exhibition rights in the Picture, Distributor shall remain liable for the Residuals relating to such rights unless Distributor obtains an executed Television Distributor's Assumption Agreement in this form from each such purchaser, assignee or transferee and SAG-AFTRA approves in writing the financial responsibility of the party obtaining such rights. SAG-AFTRA agrees that it will not unreasonably withhold its approval of the financial responsibility of any such purchaser, assignee or transferee. In the event that such purchaser, assignee or transferee is a Qualified Residual Payor, the financial responsibility of such purchaser, assignee or transferee shall be deemed automatically approved on the date SAG-AFTRA receives written notice of the assumption of obligations hereunder by the Qualified Residual Payor. Nothing herein shall release Producer of its obligations under the Television Agreement or any other agreement between Producer and SAG-AFTRA.

If SAG-AFTRA does not approve ~~in writing~~ the financial responsibility of the party obtaining such rights in writing, this TELEVISION DISTRIBUTOR'S ASSUMPTION AGREEMENT shall remain effective and binding upon Distributor with respect to any such transferred rights, and Distributor shall be obligated to pay Residuals which accrue during the term for those territories and media for which it was granted distribution rights and all extensions and renewals. The Distributor shall have the right, at its election, to cause to be immediately submitted to arbitration, pursuant to the provisions of Section 50 hereof, the issue of whether SAG-AFTRA has unreasonably withheld the approval of the financial responsibility of such purchaser, assignee or transferee for payments due hereunder.

Distributor and SAG-AFTRA hereby agree that all disputes based upon, arising out of or relating to this Assumption Agreement, other than SAG-AFTRA's entitlement to injunctive or other equitable relief, shall be submitted to final and binding arbitration in accordance with the arbitration provisions contained in the Television Agreement. Demands for arbitration shall be served upon Distributor by email addressed to the representative(s) of the Distributor designated to receive such service at Distributor's email address below (including any designated generic email account set up by the Distributor to receive service of such demands, if any) or by personal service within or without the state where the proceeding is to be held. The Distributor may file a written reply within ten (10) days following the delivery of the demand for arbitration. The Distributor may update the email address or physical address for service of demands for arbitration at any time by providing such notice by email addressed to ArbitrationNotices@SAGAFTRA.org, or as otherwise designated by SAG-AFTRA. For service by email pursuant to this provision, if SAG-AFTRA does not receive confirmation that the email was received, through "read receipt," return email or otherwise, SAG-AFTRA shall also serve the demand for arbitration by first class mail to the Distributor's address listed below. Service shall be effective on the date of email service, but the date by which the Distributor may file a written reply and the date for arbitrator selection shall run from the date email receipt is confirmed or the date the arbitration claim is postmarked, whichever is earlier.

Notwithstanding the foregoing, Distributor agrees and acknowledges that SAG-AFTRA is not precluded by this or any other provision of this Assumption Agreement from obtaining from a court injunctive relief or any other legal remedy at any time prior to arbitration or issuance of an arbitration award. The right to obtain injunctive relief from a court shall be applicable whether an arbitration proceeding has or has not been initiated and, further, without limitation, shall be applicable in conjunction with a proceeding to confirm and enforce an arbitration award against Distributor.

THIS TELEVISION DISTRIBUTOR'S ASSUMPTION AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES, AS THE SAME WOULD BE APPLIED BY A FEDERAL COURT IN CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. SAG-AFTRA and Distributor agree that any arbitration or legal action or proceeding brought to interpret or enforce the provisions of this Television Distributor's Assumption Agreement (including an action to compel arbitration or a petition to vacate an arbitration award) shall be held or brought in Los Angeles County, California, and Distributor irrevocably submits to the jurisdiction of the federal and state courts therein. Notwithstanding the foregoing, SAG-AFTRA, at its option, may bring a legal action or proceeding outside California under the following circumstances: (a) if Distributor has no principal place of business in California; or (b) whether or not Distributor has a principal place of business in California, to enforce or execute upon an arbitration award or court order or judgment, in any jurisdiction in which Distributor's assets are located (and Distributor irrevocably submits to the jurisdiction of the courts of such places for purposes of such execution or enforcement). Distributor consents to service of process by personal delivery or by certified or registered mail, return receipt requested, to Distributor's general counsel or to Distributor's representative identified below or by first class mail to Distributor when Distributor has not designated a representative or a general counsel, or by any other method permitted by law. SAG-AFTRA and Distributor agree that signatures to this Agreement transmitted via facsimile or via electronic delivery shall be presumed authentic and deemed originals.

Date _____

("Distributor")

Address: _____

By: _____

Please print name

Title: _____

Distributor's Representative or General Counsel:

Email Address for Service of Arbitration Demands

Modify Section 21(b) of the Television Agreement as follows:

TELEVISION BUYER'S ASSUMPTION AGREEMENT

For valuable consideration, the undersigned _____

(INSERT NAME OF BUYER, TRANSFEREE OR ASSIGNEE)

(hereinafter referred to as "Buyer") hereby agrees with _____

(INSERT NAME OF PRODUCER)

that each motion picture covered by this agreement ("the Picture") identified in the attached Exhibit "A") is subject to the SAG-AFTRA Television Agreement of 2026, 2023, 2020, 2017 or 2014 or the Screen Actors Guild Television Agreement of 2011, 2009, 2005, 2001 (including the Extension Agreement dated July 1, 2004), 1998, 1995, 1992, 1989, 1986, 1983 or 1980 (strike those which are not applicable) (hereinafter "Television Agreement") covering television motion pictures and particularly to the provisions of (strike those of the following clauses (1), (2), (3), (4), (5), (6), (7), (8), (9) or (410) which are not applicable):

(1) Section 18 thereof, pertaining to additional compensation payable to performers when television motion pictures are rerun on free television in the United States and Canada, and Section 22 pertaining to applicable pension and health contributions, if any are required;

(2) Section 18.1 thereof, pertaining to additional compensation payable to performers when television motion pictures are released to basic cable and Section 22 pertaining to applicable pension and health contributions, if any are required;

(3) Section 19 thereof, pertaining to additional compensation payable to performers when television motion pictures are exhibited theatrically and Section 22 pertaining to applicable pension and health contributions, if any are required; ~~and~~

(4) Section 20.1 thereof, pertaining to additional compensation payable to performers when television motion pictures, the principal photography of which commenced on or after October 6, 1980, are released in Supplemental Markets and Section 22, pertaining to applicable pension and health contributions, if any are required; ~~;~~

(5) Sideletter H (Sideletter 21) thereof, pertaining to additional compensation payable to performers for a New Media production, the principal photography of which commenced on or after June 10, 2009, and which are covered by said Sideletter, and Section 22 pertaining to applicable pension and health contributions, if any are required;

(6) Sideletter I thereof, pertaining to additional compensation payable to performers when television motion pictures produced under Exhibit A, The CW Supplement or Section 2.A.(1) of Exhibit E of the SAG-AFTRA Network Code, the principal photography of which commenced on or after November 16, 1973, and which are covered by said Sideletter and are released in New Media and Section 22 pertaining to applicable pension and health contributions, if any are required;

(7) Sideletter I thereof, pertaining to additional compensation payable to performers when other television motion pictures, the principal photography of which commenced on or after July 20, 1952, and which are covered by said Sideletter and are released in New Media and Section 22 pertaining to applicable pension and health contributions, if any are required;

(8) Section 78 thereof, pertaining to additional compensation payable to performers for television motion pictures of the type historically produced under the SAG-AFTRA Television Agreement produced primarily for pay television and/or the videodisc/videocassette markets, and which are covered by said Section and Section 22 pertaining to applicable pension and health contributions, if any are required;

(9) Section 82 thereof, pertaining to the additional compensation payable to performers for live action dramatic television motion pictures produced for initial exhibition on a basic cable service, and which are covered by said Section and Section 22 pertaining to applicable pension and health contributions, if any are required; and

(10) Section 83 thereof, pertaining to the additional compensation payable to performers for prime time dramatic programs produced for the CW, and which are covered by said Section and Section 22 pertaining to applicable pension and health contributions, if any are required.

Buyer is purchasing rights in the following territories and media (indicate those that are applicable):

Territory:

- _____ Domestic (the U.S. and Canada, and their respective possessions and territories)
- _____ Foreign (the world excluding the U.S. and Canada and their respective possessions and territories)

_____ Other (please describe):

Media:

_____ All

_____ Theatrical

_____ Home Video/DVD

_____ Pay Television

_____ Free Television (Domestic)

_____ Foreign Free Television

_____ Basic Cable

_____ New Media

_____ Other (please describe):

_____ See description, attached hereto as Exhibit "A" and incorporated herein by reference.

Buyer hereby agrees, expressly for the benefit of SAG-AFTRA, as representative of the performers whose services are included in the Picture when exhibited on free television, foreign television, basic cable or exhibited theatrically ~~or~~ in Supplemental Markets or in New Media (as applicable), to assume and be bound by Producer's obligation ~~thereunder~~ under the Television Agreement to make the additional compensation payments required thereby, if any, with respect to the territories and media referred to above and the pension and health contributions required thereby, if any, as provided in the applicable Section(s) referred to hereinabove (all such payments are collectively hereinafter referred to as "Residuals"). Buyer, for and on behalf of the Producer, shall make all Social Security, withholding, unemployment insurance and disability insurance payments required by law with respect to the additional compensation referred to in the preceding sentence.

It is expressly understood that the right of Buyer to license the Picture for exhibition on free television, foreign television, basic cable, theatrically ~~or~~ in Supplemental Markets or in New Media (as applicable), or to exhibit or cause or permit the Picture to be exhibited on free television, foreign television, basic cable, theatrically ~~or~~ in Supplemental Markets or in New Media (as applicable), shall be subject to and conditioned upon the prompt payment of Residuals

with respect to the territories and media referred to above in accordance with said applicable Section(s). It is agreed that SAG-AFTRA, in addition to all other remedies, shall be entitled to injunctive relief against Buyer in the event such payments are not made.

To the extent that Producer has executed a security agreement ~~and financing statement~~ in SAG-AFTRA's favor in the Picture and related collateral as defined in the SAG-AFTRA-Producer Security Agreement ("SAG-AFTRA Security Interest"), Buyer agrees and acknowledges that Buyer's rights to the Picture acquired pursuant to the Purchase Agreement (to the extent those rights are included in the collateral covered by the Security Agreement) are subject and subordinate to the SAG-AFTRA Security Interest. Buyer further agrees to execute a security agreement, mortgage of copyright, UCC-~~1~~, and other UCC documentation and any other document required under the Television Agreement or necessary or desirable in SAG-AFTRA's discretion to continue the SAG-AFTRA Security Interest. SAG-AFTRA agrees that, so long as Residuals with respect to the Picture for all the territories and media referred to above are timely paid in accordance with said applicable Section(s), SAG-AFTRA will not exercise any rights under the SAG-AFTRA Security Interest which would in any way interfere with the rights of the Buyer to distribute the Picture and receive all revenues from such distribution.

SAG-AFTRA further agrees that if it exercises its rights as a secured party, it will dispose of collateral which encompasses any of Buyer's rights or interests in, or physical items relating to, the Picture, only to a transferee which agrees in writing to be bound by SAG-AFTRA's obligations under this Assumption Agreement.

Buyer agrees to keep (i) complete records showing all cities in the United States in which the Pictures have been telecast under a run-based residual formula and the number of telecasts in each such city, the television stations on which telecast, and the dates thereof; (ii) complete records showing Distributor's Foreign Gross for the Picture(s) to the extent that such records are pertinent to the computation of payments for foreign telecasting; (iii) records showing the date on which each such Picture is first exhibited in theatrical exhibition anywhere in the world and the place of such exhibition; (iv) records showing the date of the first exhibition of the Picture in New Media and information relating to the Picture's availability on the initial release platform; and ~~(iv)~~ complete records showing Distributor's gross receipts from basic cable exhibition and from the distribution of such Picture in Supplemental Markets: or in New Media. The undersigned Buyer shall also keep such records as are necessary for the computation of Residuals for reruns, foreign telecasting, basic cable exhibition, theatrical exhibition and Supplemental Market use for so long as such Residuals may be due or payable. SAG-AFTRA shall have the right, at all reasonable times and upon reasonable notice, to inspect any and all such records. If Buyer shall fail to make such payments as and when due and payable, Buyer shall pay late payment damages as specified in the Television Agreement.

In the event of any sale, assignment or transfer of any or all of Buyer's distribution or exhibition rights in the Picture, Buyer shall remain liable for the Residuals related to such rights, with respect to the territories, media and term referred to above, unless Buyer obtains an

executed Television Buyer's Assumption Agreement in this form and other documents required by SAG-AFTRA from each such purchaser, assignee or transferee and SAG-AFTRA approves in writing the financial responsibility of the party obtaining such rights. SAG-AFTRA agrees that it will not unreasonably withhold its approval of the financial responsibility of any such purchaser, assignee or transferee. Nothing herein shall release the Producer of its obligations under the Television Agreement or any other agreement between Producer and SAG-AFTRA relating to the Picture, unless the Producer has been relieved of liability pursuant to the provisions of this Section 21(b).

If SAG-AFTRA does not approve ~~in writing~~ the financial responsibility of the party obtaining such rights in writing, this Television Buyer's Assumption Agreement shall remain effective and binding upon Buyer with respect to any such transferred rights.

Buyer and SAG-AFTRA hereby agree that all disputes based upon, arising out of or relating to this Assumption Agreement, other than SAG-AFTRA's entitlement to injunctive or other equitable relief, shall be submitted to final and binding arbitration in accordance with the arbitration provisions contained in the Television Agreement. Demands for arbitration shall be served upon Buyer by email addressed to the representative(s) of the Buyer designated to receive such service at Buyer's email address below (including any designated generic email account set up by the Buyer to receive service of such demands, if any) or by personal service within or without the state where the proceeding is to be held. The Buyer may file a written reply within ten (10) days following the delivery of the demand for arbitration. The Buyer may update the email address or physical address for service of demands for arbitration at any time by providing such notice by email addressed to ArbitrationNotices@SAGAFTRA.org, or as otherwise designated by SAG-AFTRA. For service by email pursuant to this provision, if SAG-AFTRA does not receive confirmation that the email was received, through "read receipt," return email or otherwise, SAG-AFTRA shall also serve the demand for arbitration by first class mail to the Buyer's address listed below. Service shall be effective on the date of email service, but the date by which the Buyer may file a written reply and the date for arbitrator selection shall run from the date email receipt is confirmed or the date the arbitration claim is postmarked, whichever is earlier.

Notwithstanding the foregoing, Buyer agrees and acknowledges that SAG-AFTRA is not precluded by this or any other provision of this Assumption Agreement from obtaining from a court injunctive relief or any other legal remedy at any time prior to arbitration or issuance of an arbitration award. The right to obtain injunctive relief from a court shall be applicable whether an arbitration proceeding has or has not been initiated and, further, without limitation, shall be applicable in conjunction with a proceeding to confirm and enforce an arbitration award against Buyer.

If Buyer has acquired the rights to distribute the Picture on free television under a run-based residual formula, Buyer shall give SAG-AFTRA prompt written notice of the date on which the Picture is first telecast in any city in the United States for the second run and for each

subsequent run thereafter. If the second or third run is in network prime time, the notice shall state that fact.

If the Picture is distributed for foreign telecasting and if Buyer has acquired the rights to distribute the Picture for foreign telecasting, Buyer shall furnish reports to SAG-AFTRA showing Buyer's Foreign Gross derived from the Picture until (i) the Picture has been withdrawn from distribution for foreign telecasting; or (ii) all of the performers in the Picture have received the full additional payments for such foreign telecasting to which they are entitled pursuant to the Television Agreement. Such reports shall be rendered to SAG-AFTRA on a quarterly basis during the first three (3) years in which the Picture is distributed for foreign telecasting, on a semi-annual basis for the next following two (2) years, and on an annual basis thereafter.

If the Picture is distributed in Supplemental Markets or in New Media subject to a gross receipts based formula and if Buyer has acquired the rights to distribute the Picture in Supplemental Markets or in New Media, Buyer shall furnish reports to SAG-AFTRA, quarterly during each calendar year, showing Buyer's gross receipts derived from such Supplemental Market or New Media use for as long as Buyer receives any such gross receipts.

If the Buyer distributes the Picture in New Media subject to an exhibition year formula, the Buyer will furnish reports to SAG-AFTRA showing when the Picture was first exhibited in New Media.

If the Buyer has acquired the right to distribute the Picture in syndication for which a percentage of receipts based formula applies, and the Buyer has distributed the Picture in syndication for which a percentage of receipts based formula applies, the Buyer shall furnish reports to SAG-AFTRA, quarterly during each calendar year, showing Buyer's gross receipts derived from such distribution for so long as Buyer receives any such gross receipts.

If the Picture is distributed theatrically and if Buyer has acquired the rights to exhibit the Picture theatrically, the Buyer shall give prompt written notice to SAG-AFTRA of the date on which the Picture is first exhibited theatrically (1) in the United States, its commonwealths, territories and possessions and Canada and/or (2) in all other countries.

If the Picture is distributed on basic cable and if Buyer has acquired the rights to distribute the Picture on basic cable, the Buyer shall furnish reports to SAG-AFTRA, quarterly during each calendar year, showing Buyer's gross receipts derived from such distribution for so long as Buyer receives any such gross receipts.

Buyer agrees to cooperate in responding to reasonable requests from SAG-AFTRA as to whether the Picture is currently being rerun on television under a run-based residual formula, distributed for foreign telecasting, on basic cable, theatrically or in Supplemental Markets: or in New Media. An inadvertent failure to comply with any of the notice or reporting provisions

hereof shall not constitute a default by Buyer hereunder, provided said failure is cured promptly after written notice thereof from SAG-AFTRA.

THIS TELEVISION BUYER'S ASSUMPTION AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES, AS THE SAME WOULD BE APPLIED BY A FEDERAL COURT IN CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. SAG-AFTRA and Buyer agree that any arbitration or legal action or proceeding brought to interpret or enforce the provisions of this Television Buyer's Assumption Agreement (including an action to compel arbitration or a petition to vacate an arbitration award) shall be held or brought in Los Angeles County, California, and Buyer irrevocably submits to the jurisdiction of the federal and state courts therein. Notwithstanding the foregoing, SAG-AFTRA, at its option, may bring a legal action or proceeding outside California under the following circumstances: (a) if Buyer has no principal place of business in California; or (b) whether or not Buyer has a principal place of business in California, to enforce or execute upon an arbitration award or court order or judgment, in any jurisdiction in which Buyer's assets are located (and Buyer irrevocably submits to the jurisdiction of the courts of such places for purposes of such execution or enforcement). Buyer consents to service of process by personal delivery or by certified or registered mail, return receipt requested, to Buyer's general counsel or to Buyer's representative identified below or by first class mail to Buyer when Buyer has not designated a representative or a general counsel, or by any other method permitted by law. SAG-AFTRA and Buyer agree that signatures to this Agreement transmitted via facsimile or via electronic delivery shall be presumed authentic and deemed originals.

DATE _____

BUYER _____

ADDRESS _____

BY _____

BUYER'S REPRESENTATIVE OR GENERAL COUNSEL _____

Email Address for Service of Arbitration Demands _____

ATTACHMENT D

(Item 39 of the MOA)

Modify Section 64 and 64.1 of the CBA as follows:

64. DIGITAL REPLICATION AND ALTERATION

This Section 64 applies prospectively ~~based on the effective dates set forth in subparagraphs A.(2), A.(3) and B. below~~ July 1, 2026.

~~To the extent practicable, Producers shall endeavor to comply with the provisions of this Section 64 on or after the first day of the term of this Agreement but prior to the effective dates set forth in subparagraphs A.(2), A.(3) and B. below.~~

The parties acknowledge that the Producers have historically used digital technologies to replicate or alter a performer's voice or likeness (e.g., CGI, audio/visual effects) during all stages of motion picture production (e.g., pre-visualization, preproduction, production, post-production, distribution, marketing) and may continue to do so, consistent with their historical practices.

A. Digital Replicas

(1) Definitions

(a) An "Employment-Based Digital Replica" is a digitally-created asset that is a replica of the voice or likeness of the performer that is created: (i) in connection with employment on a motion picture under this Agreement; (ii) using digital technology; (iii) with the performer's physical participation⁶; and (iv) is for the purpose of portraying the performer in photography or sound track in which the performer did not actually perform.

(b) An "Independently Created Digital Replica" is a digitally-created asset that is: (i) intended to create, and does create, the clear impression that the asset is a natural performer whose voice and/or likeness is recognizable as the voice and/or likeness of an identifiable natural performer; (ii) performing in the role of a character (and not as the natural performer himself/herself); and (iii) no employment arrangement for the motion picture in which the Independently Created Digital Replica will be used exists with the natural performer in the role being portrayed by the asset.

⁶ If Producer creates what would otherwise be an "Employment-Based Digital Replica" but for the fact that it is created without the performer's physical participation (i.e., does not satisfy (iii) above), then that digitally-created asset shall be treated as an Employment-Based Digital Replica for purposes of Section 64.A.(2)(b). No additional payment for the creation of that digitally-created asset shall be due.

Employment-Based Digital Replica(s) and Independently Created Digital Replica(s) may be referred to collectively herein as Digital Replica(s).

(2) Employment-Based Digital Replica

This Section 64.A.(2) applies when a performer is employed by the Producer under this Agreement under a contract entered into on or after ~~March 10, 2024~~ July 1, 2026 to render services as a performer in a motion picture and, in connection with that employment, the Producer (directly or through a third party) requires the performer to provide services for purposes of creating an Employment-Based Digital Replica or uses an Employment-Based Digital Replica as provided herein.

(a) Services for Creation of Employment-Based Digital Replicas

(i) A Producer must notify a performer no less than forty-eight (48) hours in advance of the time the performer's services are required to create an Employment-Based Digital Replica, or at the time of engagement if the performer is engaged less than forty-eight (48) hours in advance of the time the performer's services are required to create an Employment-Based Digital Replica. The Producer must obtain the performer's consent to provide services for purposes of creating an Employment-Based Digital Replica of the performer for use in connection with a motion picture. The consent must be clear and conspicuous and may be obtained through an endorsement or statement in the performer's employment contract that is separately signed or initialed by the performer or in a separate writing that is signed by the performer.

(ii) When a performer provides services for purposes of creating an Employment-Based Digital Replica on the same day the performer performs other work for the Producer under this Agreement, any time spent by the performer in connection with creating the Employment-Based Digital Replica shall be treated as work time.

In the event a performer is required to provide services for purposes of creating an Employment-Based Digital Replica on a day when the performer does not perform other work for the Producer under this Agreement, the performer shall be paid one (1) day at performer's pro rata daily salary, but not less than day performer minimum. In the event that the Producer has scheduled such services in order to accommodate the schedule of a performer, the performer shall be paid one half (½) of the performer's pro rata daily salary for a four (4) hour session. If the session exceeds four (4) hours, the performer shall be paid one (1) day at the performer's pro rata daily salary, but not less than the day performer minimum, as applicable. Consecutive employment provisions do not apply to a day on which the performer provides services for purposes of creating an Employment-Based Digital Replica but does not perform other work for the Producer under this Agreement, nor does such a day commence the start of the performer's consecutive employment.

Notwithstanding the foregoing, no additional payment is due to a performer for providing services for purposes of creating an Employment-Based Digital Replica:

if the performer is employed under Schedule F;

during a period covered by the performer's guarantee; or

on a day when the Producer is required to pay the performer for any services, a travel allowance or under the consecutive employment provisions of this Agreement; provided, however, that if the performer is paid less than the performer's *pro rata* daily salary for that day or the day performer minimum, whichever is greater, the Producer shall also pay an additional amount necessary to reach the performer's *pro rata* daily salary or the day performer minimum, as applicable.

(b) Use of an Employment-Based Digital Replica

For purposes of this Paragraph A.(2)(b), "use" of an Employment-Based Digital Replica refers to use of an Employment-Based Digital Replica ~~created pursuant to Paragraph A.(2)(a) as defined~~ above that is intended to create, and does create, a depiction of the performer that gives the clear impression that the performer represented by the Employment-Based Digital Replica actually provided services to create image, photography and/or sound when, in fact, the Employment-Based Digital Replica was used in lieu of the performer.⁷ (See Paragraph B. below for provisions regarding use of an Employment-Based Digital Replica to digitally alter a performer's performance in photography or sound track previously recorded by the performer.)

(i) Use in the Motion Picture for Which the Performer Was Employed

a) A Producer may use a performer's Employment-Based Digital Replica in connection with a motion picture for which the performer was employed, upon obtaining consent to the extent required herein. The Producer must obtain the performer's consent to use the Employment-Based Digital Replica in new photography or sound track not previously recorded by the performer; provided, however, that no consent is required when the photography or sound track remains substantially as scripted,⁸ performed, and/or recorded.

⁷ The parties acknowledge that the Producers have customarily used digital technologies to depict activities incapable of being performed by a human without serious risk to life or health and/or for use in scenes in which the performer is not recognizable (e.g., a masked character); such uses are not subject to this Paragraph A.(2)(b).

⁸ During negotiations for the 2026 Codified Basic Agreement and 2026 Television Agreement, the parties confirmed that "scripted" means described in a script that was provided to the performer on or before the latest date that the performer performed the scene.

Any consent required must include a reasonably specific description of the intended use of the Employment-Based Digital Replica in that motion picture. Consent must be clear and conspicuous and may be obtained through an endorsement or statement in the performer's employment contract that is separately signed or initialed by the performer or in a separate writing that is signed by the performer.

Any consent that the performer granted during the performer's lifetime shall continue to be valid after the performer's death unless explicitly limited otherwise. In the event the performer is deceased at the time the Producer seeks any required consent (and the Producer has not already obtained consent during the performer's lifetime or the performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased performer's authorized representative cannot be identified or located) who represents the deceased performer's exclusive rights as determined by applicable law.

b) If the Producer uses a performer's Employment-Based Digital Replica in scene(s) that the performer would otherwise have performed in person (*e.g.*, using the Digital Replica of a performer hired for one day for a role that historically would have been performed by a weekly performer in a theatrical motion picture), the performer shall be paid the performer's *pro rata* daily rate or the minimum rate, whichever is higher, for the number of production days that the Producer determines the performer would have been required to work had the performer instead performed those scene(s) in person. The Producer will make a good faith effort to estimate the number of production days (without regard to scheduling considerations, *e.g.*, intervening days under consecutive employment provisions, overtime, meal periods, rest periods, *etc.*) utilizing objective criteria. Such compensation shall be treated as wages for all purposes.

No compensation shall be required pursuant to the preceding paragraph when:

the performer's compensation would have covered the work had the performer performed the scene(s) in person, based on the form of engagement (*e.g.*, no compensation is due if a major role performer employed on a one-hour television motion picture works for three days and the performer's Employment-Based Digital Replica is used to perform the equivalent of another three days of work, or if the Employment-Based Digital Replica of a series contract performer is used to perform work that could have been performed by the series contract performer in person within the work time and overall production period covered by the series contract performer's contract of employment);

the performer's Employment-Based Digital Replica is used in a scene that the performer performed in person *e.g.*, no compensation is due if a performer was recorded sitting in the front seat of a car and the performer's Employment-Based Digital Replica is used to move the performer to the back seat of the car in the same scene); or

the performer is employed under Schedule F.

c) In the event the performance of a performer's Employment-Based Digital Replica remains in the motion picture in a manner that would have entitled the performer to residuals had the performer performed those scene(s) in person, the performer shall be entitled to residuals when the motion picture is exhibited in a market for which residuals are due.

Residuals calculated under the time-and-salary units, "total applicable minimum" or "total actual compensation" distribution formula shall be based on the total time worked and/or salary paid, up to any applicable compensation caps, for both the performer's in-person services and the use of the performer's Employment-Based Digital Replica. Residuals calculated under the rateable distribution formula shall be calculated based on the performer's form of engagement, unless the only performance used in the episode is that of the performer's Employment-Based Digital Replica and not the performer's in-person performance, in which case the performer shall be treated as a day performer and assigned one (1) unit.

(ii) Use Other Than in the Motion Picture for Which the Performer Was Employed

A Producer may not use a performer's Employment-Based Digital Replica in connection with a motion picture other than one for which the performer was employed or in any other field or medium without obtaining the performer's consent and bargaining separately for the use.

Consent must be clear and conspicuous and include a reasonably specific description of the intended use. Consent must be obtained prior to use in a writing signed by the performer, but not at the time of employment, except as provided in the next sentence. When a performer is employed on a project specifically identified to be part of a multi-project use (such as a trilogy of motion pictures), consent to use the performer's Employment-Based Digital Replica in another of the identified projects may be obtained at the time the performer is first employed, provided that a reasonably specific description of the intended use is provided for each identified project. Consent for use in other identified project(s) is valid only if the performer is also employed in the other identified project(s) or is deceased at the time the other identified project(s) commences production.

Any consent that the performer granted during the performer's lifetime shall continue to be valid after the performer's death unless explicitly limited otherwise. In the event the performer is deceased at the time the Producer seeks consent (and the Producer has not already obtained consent during the performer's lifetime or the performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased performer's authorized representative cannot be identified or located) who represents the deceased performer's exclusive rights as determined by applicable law.

The day performer rate (including additional compensation for residuals as applicable) shall be the minimum for purposes of the bargaining referred to above with respect to use of a performer's Employment-Based Digital Replica in connection with a motion picture other than one for which the performer was employed or in any other field or medium, except that use of the performer's Employment-Based Digital Replica in a field or medium covered by a SAG-AFTRA collective bargaining agreement shall be subject to bargaining at no less than the minimum wages and residuals, if any, provided for in that collective bargaining agreement. No additional compensation shall be required for use of an Employment-Based Digital Replica that was created in connection with employment of a performer who was employed under Schedule F.

(3) Independently Created Digital Replica

The following applies to use of an "Independently Created Digital Replica" in connection with a motion picture that commences principal photography on or after ~~March 10, 2024~~ July 1, 2026.

A Producer may use an Independently Created Digital Replica in connection with a motion picture for which the natural performer was not employed upon obtaining consent as required herein and bargaining for that use. Consent must be clear and conspicuous and obtained prior to exploitation in a writing signed by the natural performer that includes a reasonably specific description of the intended use and compensating the natural performer at not less than the day performer rate per picture.

In the event the performance of a natural performer's Independently Created Digital Replica remains in the motion picture in a manner that would have entitled the natural performer to residuals had the natural performer performed those scene(s) in person, the natural performer shall be entitled to residuals when the motion picture is exhibited in a market for which residuals are due. For residuals calculated under the time-and-salary units formula, time units shall be one day (1/2 unit) and salary units shall use the natural performer's negotiated compensation to a maximum of ten (10) units. For formulas using "total applicable minimum salary," salary shall be one day at scale. For formulas using "total actual compensation," salary shall be actual negotiated compensation to the applicable ceiling. For formulas using rateable distribution, the natural performer shall be treated as a one (1).

Any consent that the performer granted during the performer's lifetime shall continue to be valid after the performer's death unless explicitly limited otherwise. In the event the natural performer is deceased at the time the Producer seeks consent (and the Producer has not already obtained consent during the natural performer's lifetime or the natural performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased natural performer's authorized representative cannot be identified or located) who represents the deceased natural performer's exclusive rights as determined by applicable law.

Any compensation paid to the performer for use of the Independently Created Digital Replica shall be subject to pension or retirement and health contributions pursuant to Section 34 of the General Provisions of this Agreement or Section 22 of the Television Agreement, as applicable.

No consent or compensation is required when the use is of the type protected by the First Amendment to the United States Constitution, including but not limited to instances when the First Amendment would protect a use for purposes of comment, criticism, scholarship, satire or parody, or would protect a use in a docudrama, or historical or biographical work.

For clarity, this subparagraph 64.A.(3) does not apply to use of an Employment-Based Digital Replica ~~created pursuant to subparagraph 64.A.(2)~~ as defined above in connection with a motion picture other than the one for which the performer was employed; the provisions of subparagraph 64.A.(2)(b)(ii) apply instead.

B. Digital Alteration

This Section 64.B. applies when a performer is employed by the Producer under this Agreement under a contract entered into on or after ~~March 10, 2024~~ July 1, 2026 to render services as a performer in a motion picture and the Producer (directly or through a third party) digitally alters the performer's voice or likeness in that motion picture.

The Producer must obtain the consent of the performer to digitally alter the performer's performance in photography or sound track previously recorded by the performer; provided, however, that no consent is required when the photography or sound track of the performer remains substantially as scripted,² performed, and/or recorded. Any consent required must be clear and conspicuous and include a reasonably specific description of the intended alteration(s). Consent may be obtained through an endorsement or statement in the performer's employment contract that is separately signed or initialed by the performer or in a separate writing that is signed by the performer.

Any consent that the performer granted during the performer's lifetime shall continue to be valid after the performer's death unless explicitly limited otherwise. In the event the performer is deceased at the time the Producer seeks consent (and the Producer has not already obtained any required consent during the performer's lifetime or the performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased performer's authorized representative cannot be identified or located) who represents the deceased performer's exclusive rights as determined by applicable law.

² During negotiations for the 2026 Codified Basic Agreement and 2026 Television Agreement, the parties confirmed that "scripted" means described in a script that was provided to the performer on or before the latest date that the performer performed the scene.

C. For clarity, the Producer need not obtain the consent of the performer under Paragraphs A.(2) or B. above to perform post-production alterations, editing, arranging, rearranging, revising or manipulating of photography and/or sound track for purposes of cosmetics, wardrobe, noise reduction, timing or speed, continuity, pitch or tone, clarity, addition of visual/sound effects or filters, standards and practices,¹⁰ ratings,¹¹ an adjustment in dialogue or narration or other similar purposes, or under any circumstance when dubbing or use of a double is permitted under the Codified Basic Agreement or Television Agreement. Without limiting the foregoing, no consent is required under Paragraphs A.(2) or B. above for purposes of adjusting lip and/or other facial or body movement and/or the voice of the performer to a foreign language, or for purposes of changes to dialogue or photography necessary for license or sale to a particular market (e.g., substitution of dialogue about an airplane crash for in-flight sales or altering dialogue to adhere to cultural norms for sale to a particular country). Effective on motion pictures commencing principal photography on or after July 1, 2027, for which a performer's contract is entered into on or after July 1, 2027, should the Producer wish to use the Digital Replica of a performer for purposes of adjusting the voice of the performer to a foreign language, it must comply with the consent, but not the compensation, requirements of Paragraph A. above.

D. Producer may not use a performer's fingerprints, palmprints or iris scans for any purpose unrelated to the motion picture (except as necessary in the ordinary course for the operation of security technologies unrelated to the motion picture itself, e.g., a fingerprint scanner used to open a door on set).

E. Per General Provisions, Section 50.O, Producer may not use a minor's Digital Replica in any manner that would depict the minor as nude or engaged in simulated sexual activity. Producer may not use a minor's Digital Replica to age up or de-age a minor's performance for purposes of depicting the minor as nude or engaged in simulated sexual activity.

F. Producer may not use a Digital Replica in lieu of a performer's services in a motion picture in a situation in which consent would be required and when that performer could refuse to provide services during the duration of any lawful authorized strike of the Codified Basic Agreement and/or Television Agreement.

G. Producer shall at all times limit access to a Digital Replica to persons with a legitimate business need for such access and use commercially reasonable efforts to protect the security of the Digital Replica to prevent unauthorized access, use or copying.

H. Producer may transfer its rights in a Digital Replica but such transfer shall not relieve the Producer of its obligations under this Agreement regarding consent, use and payment

¹⁰ The parties agree that adjustments for standards and practices means adjustments to adhere to stricter standards.

¹¹ The parties agree that adjustments for ratings means adjustments to obtain a rating for a wider audience.

in connection with a Digital Replica unless the transferee commits in writing to comply with those provisions of this Agreement regarding such consent, use and payment and to allow the Union to enforce those provisions through arbitration under Section 9 of the Codified Basic Agreement or Section 50 of the Television Agreement, as applicable, provided that such relief shall not apply if the Union disapproves the financial responsibility of the proposed transferee within 21 days of notice of the transfer. The Union agrees it shall not unreasonably withhold its approval of the financial responsibility of such transferee.

I. Producer must have an articulable business reason when seeking performer consent to scan the performer for the creation of an Employment-Based Digital Replica.

DL. Claims for violation of this Section 64 are arbitrable under Section 9 of the General Provisions of this Agreement or Section 50 of the Television Agreement, as applicable, and must be brought under those Sections. Remedies shall be limited to monetary damages.

E.K. Except as explicitly set forth herein, it is understood that this Section 64 does not expand or contract any existing rights and obligations under the Codified Basic Agreement and Television Agreement. Without limiting the generality of the foregoing, it is understood that nothing herein overrides Section 43 of the General Provisions.

64.1. GENERATIVE ARTIFICIAL INTELLIGENCE

The parties acknowledge that definitions of Generative Artificial Intelligence ("GAI") vary, but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content based on those patterns (e.g., ChatGPT4, MidJourney, Dall-E2). It does not include "traditional AI" technologies programmed to perform specific functions (e.g., CGI and VFX), such as those already used during all stages of motion picture production (e.g., pre-visualization, pre-production, production, post-production, distribution, marketing). The term GAI is used for convenience and this Section 64.1 shall also apply to any technology that is consistent with the foregoing definition, regardless of its name.

A. Use of Synthetics Created Through Generative Artificial Intelligence

The following applies to use of Synthetics in a motion picture that commences principal photography on or after ~~March 10, 2024~~ July 1, 2026. A "Synthetic" is a digitally-created asset that: (1) is intended to create, and does create, the clear impression that the asset is a natural performer who is not recognizable as any identifiable natural performer; (2) is not voiced by a natural person; (3) is not a Digital Replica (as defined in Section 64 above); and (4) no employment arrangement for the motion picture exists with a natural performer in the role being portrayed by the asset.

(1) The parties acknowledge and reaffirm the importance and central role of human performance in motion pictures and the potential impact on employment under this Agreement when a Synthetic created through a GAI system is used in a human role that would

otherwise be performed by a human. The Producers agree to a principle strongly favoring human performances and further agree that human performers will continue to perform services covered by the Agreements.¹² For those reasons, the Producer agrees to give the Union notice and an opportunity to In recognition thereof, Producer does not intend to use Synthetics created through a GAI system in a human role that would otherwise be performed by a human except under circumstances in which the Producer reasonably concludes that the Synthetic brings significant additional value to the motion picture.

In such circumstances:

(i) the Producer shall provide prior written notice to the Union of its intent to use a Synthetic created through a GAI system in a human role that would otherwise be performed by a human;

(ii) within ten (10) business days after the Producer provides such written notice to the Union, the Producer and the Union shall meet to bargain in good faith over the use of the Synthetic and appropriate consideration, if any, if a Synthetic is used in place of a performer who would have been engaged under this Agreement in a human role;

(iii) if the Producer and the Union fail to reach agreement within fifteen (15) business days after the commencement of bargaining described in subparagraph (ii) above, but in any event not later than twenty (20) business days after the Producer provides the written notice described in subparagraph (i) above to the Union, and the Producer nevertheless uses the Synthetic, the Union may arbitrate the amount of remuneration, if any, that should be paid by the Producer, taking into account the contents of this provision, through the grievance and arbitration process in Section 9 of the Codified Basic Agreement and/or Section 50 of the Television Agreement, as applicable, and must be brought under those Sections. Remedies shall be limited to such remuneration for use of the Synthetic; and

(iv) any remuneration, either bargained or awarded in arbitration, shall be paid to the SAG-AFTRA Health Plan or the pension/retirement plan for which contributions are made for the motion picture, at the Union's election.

It is understood that the Producer and the Union may extend the time limits in subparagraphs (ii) and (iii) above by mutual agreement.

This Section 64.1.A.(1) expires on June 30, 2030 and as of that date is replaced with the second paragraph of Section 64.1.A. of the 2023 Codified Basic Agreement.

(2) The parties acknowledge that the Producers have customarily used digital technologies to depict activities incapable of being performed by a human without serious risk to life or health and to generate non-human characters without the services of a performer covered under this Agreement, and that the foregoing does not apply to such uses.

¹² The parties agree that human performance may include use of a Digital Replica.

(3) If a Producer intends to create, and does create, a Synthetic with a principal facial feature (*i.e.*, eyes, nose, mouth and/or ears) that is recognizable as that of a specific natural performer through the use of such identified natural performer's name and facial feature in the prompt to a GAI system, the Producer shall obtain such identified natural performer's consent and bargain with such natural performer for the use of the Synthetic in connection with a motion picture and no additional discussion with the Union, consideration or remuneration, is required under this Section 64.1. For clarity, the foregoing provision shall apply to each such identified natural performer if more than one specific natural performer's recognizable principal facial feature is used in the described manner (*e.g.*, Performer 1's eyes, Performer 2's mouth). No consent is required when the use is of the type protected by the First Amendment to the United States Constitution, including but not limited to instances when the First Amendment would protect a use for purposes of comment, criticism, scholarship, satire or parody, or would protect a use in a docudrama, or historical or biographical work.

(4) Claims for violation of this Section 64.1 are arbitrable under Section 9 of the General Provisions of this Agreement or Section 50 of the Television Agreement, as applicable, and must be brought under those Sections. Remedies shall be limited to monetary damages.

B. The Producers agree to meet regularly with the Union during the term of the 2023~~6~~ SAG-AFTRA Codified Basic Agreement and 2023~~6~~ SAG-AFTRA Television Agreement to discuss appropriate remuneration, if any, with respect to photography and/or sound track recorded under these Agreements or any predecessor Agreement that is used to train a GAI system for the purpose of creating Synthetics for use in new motion picture content.

C. Each Producer agrees to meet with the Union during the term of this Agreement at least semi-annually at the request of the Union and subject to appropriate confidentiality agreements to discuss and review information related to the Producer's use and intended use of GAI in motion picture development and production, which may include discussion of efforts to ensure that use(s) of GAI mitigate against biases and discussion of use of technology and performer collaboration to track and monitor unauthorized performances generated using GAI.

D. If a Producer grants a license to a non-affiliated third party which provides for compensation to be paid to the Producer for use of performances in photography or soundtrack produced under the Codified Basic Agreement and/or Television Agreement for the purpose of training a public-facing commercially available GAI system, Producer shall give written notice to the Union and, at the request of the Union, shall meet to discuss the license, including remuneration, if any, subject to appropriate confidentiality agreements.

E. The parties agree to meet six (6) months in advance of the expiration date of this Agreement to begin negotiations regarding this Section 64.1.

Modify Schedule X, Part I and Part II of the CBA as follows:

SCHEDULE X, PART I

72. DIGITAL REPLICATION AND ALTERATION¹³

This Section 72 applies when a background actor is employed by the Producer under this Agreement on or after ~~March 10, 2024~~ July 1, 2026 to appear in a motion picture and, in connection with the background actor's employment on the motion picture, the Producer (directly or through a third party):

- (i) requires the background actor to provide services for purposes of creating a Background Actor Digital Replica;
- (ii) uses a Background Actor Digital Replica as provided herein; or
- (iii) digitally alters the background actor's voice or likeness.

~~To the extent practicable, Producers shall endeavor to comply with the provisions of this Section 72 on or after the first day of the term of this Agreement but prior to March 10, 2024.~~

For purposes of this Section, a "Background Actor Digital Replica" of a background actor is a replica of the voice or likeness of the background actor which is created using digital technology with the background actor's physical participation¹⁴ and is for the purpose of depicting the background actor in a scene in which the background actor did not actually appear.

This Section 72 does not apply to "tiling" of background actors.

(a) Creation of Background Actor Digital Replicas

(1) A Producer must notify a background actor no less than forty-eight (48) hours in advance of the time the background actor's services are required to create a Background Actor Digital Replica, or at the time of booking if the background actor is booked less than forty-eight (48) hours in advance of the time the background actor's services are required to

¹³ Except as explicitly set forth herein, it is understood that this Section 72 does not expand or contract any existing rights and obligations under the Codified Basic Agreement and Television Agreement. Without limiting the generality of the foregoing, it is understood that nothing herein overrides Schedule X, Part I, Section 17(e) or Schedule X, Part II, Section 17.E., as applicable (regarding use of digital technology to double a background actor).

¹⁴ If Producer creates what would otherwise be a Background Actor Digital Replica but for the fact that it is created without the background actor's physical participation, then that digitally-created asset shall be treated as a Background Actor Digital Replica for purposes of Section 72.(b). No additional payment for the creation of that digitally-created asset shall be due.

create Background Actor Digital Replica. The Producer must obtain consent if it requires the background actor to provide services for purposes of creating the background actor's Background Actor Digital Replica for use in connection with a motion picture. The consent must be clear and conspicuous and may be obtained through an endorsement or statement in the background actor's employment paperwork or voucher that is separately signed or initialed by background actor or in a separate writing that is signed by the background actor.

(2) When a background actor provides services for purposes of creating a Background Actor Digital Replica on the same day the background actor performs other work for the Producer under this Agreement, any time spent by the background actor in connection with creating the Background Actor Digital Replica shall be treated as work time.

Producer will endeavor to schedule the background actor's services for purposes of creating a Background Actor Digital Replica on a day when the background actor is also working for the Producer under this Agreement, when practicable.

When a background actor provides services for purposes of creating a Background Actor Digital Replica on a day when the background actor does not perform other work for the Producer under this Agreement, the background actor shall be paid one (1) day's pay.

Notwithstanding the foregoing, no additional payment is due to a background actor for providing services for purposes of creating a Background Actor Digital Replica on a day when the Producer is required to pay the background actor for any services, a travel allowance, an allowance for a day not worked on an overnight location or a cancelled call; provided, however, that if the background actor is paid less than one (1) day's pay for that day, the Producer shall also pay an additional amount necessary to reach one (1) day's pay.

(b) Use of a Background Actor Digital Replica

(1) Use in the Motion Picture for Which the Background Actor Was Employed

(a) A Producer may use a background actor's Background Actor Digital Replica in connection with a motion picture for which the background actor was employed, upon obtaining the background actor's consent to the extent required herein. The Producer must obtain the background actor's consent to use the Background Actor Digital Replica in new photography or sound track not previously recorded by the background actor; provided, however, that no consent is required when the photography or sound track remains substantially as scripted,¹⁵ performed and/or recorded.

¹⁵ During negotiations for the 2026 Codified Basic Agreement and 2026 Television Agreement, the parties confirmed that "scripted" means described in a script that was provided to the background actor on or before the latest date that the background actor performed the scene.

Consent must be clear and conspicuous and include a reasonably specific description of the intended use of the Background Actor Digital Replica in that motion picture. Consent may be obtained through an endorsement or statement in the background actor's employment paperwork or voucher that is separately signed or initialed by the background actor or in a separate writing that is signed by the background actor. Any consent that the background actor granted during the background actor's lifetime shall continue to be valid after the background actor's death unless explicitly limited otherwise. In the event the background actor is deceased at the time the Producer seeks any required consent (and the Producer has not already obtained consent during the background actor's lifetime or the background actor's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased background actor's authorized representative cannot be identified or located) who represents the deceased background actor's exclusive rights as determined by applicable law.

(b) If the Producer uses a background actor's Background Actor Digital Replica in the role of a principal performer, the background actor shall be paid the minimum rate for a performer for the number of production days that the Producer determines the background actor would have been required to work had the background actor instead been adjusted under Section 26 of Schedule A and performed those scene(s) in person. The Producer will make a good faith effort to estimate the number of production days utilizing objective criteria. Such compensation shall be treated as wages for all purposes.

In the event the performance of the Background Actor's Digital Replica in the role of a principal performer remains in the motion picture in a manner that would have entitled the background actor to residuals had the background actor been adjusted under Section 26 of Schedule A and performed those scene(s) in person, the background actor shall be treated as having been adjusted under Section 26 of Schedule A and shall be entitled to residuals when the motion picture is exhibited in a market for which residuals are due. Residuals calculated under the time-and-salary units distribution formula shall be based on the total number of days and salary paid as a principal performer as per the preceding paragraph for the use of such background actor's Background Actor Digital Replica in the role of a principal performer. For purposes of residuals calculated under the rateable distribution formula, such background actor shall be treated as a day performer and assigned one (1) unit.

(2) Use Other Than in the Motion Picture for Which the Background Actor Was Employed

A Producer may not use a background actor's Background Actor Digital Replica in connection with a motion picture other than one for which the background actor was employed or in any other field or medium without obtaining the background actor's consent and bargaining separately for the use.

Consent must be clear and conspicuous and include a reasonably specific description of the intended use. Consent must be obtained prior to use, but may not be obtained at the time of employment.

Any consent that the background actor granted during the background actor's lifetime shall continue to be valid after the background actor's death unless explicitly limited otherwise. In the event the background actor is deceased at the time the Producer seeks consent (and the Producer has not already obtained consent during the background actor's lifetime or the background actor's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased background actor's authorized representative cannot be identified or located) who represents the deceased background actor's exclusive rights as determined by applicable law.

The background actor daily minimum shall be the minimum for purposes of the bargaining referred to above with respect to use of a background actor's Background Actor Digital Replica in connection with a motion picture other than one for which the background actor was employed or in any other field or medium, except that use of the background actor's Background Actor Digital Replica in a field or medium covered by a SAG-AFTRA collective bargaining agreement shall be subject to bargaining at no less than the minimum wages and residuals, if any, provided for in that collective bargaining agreement.

(3) Digital replication of background actors will not be used in lieu of hiring background actors necessary to fulfill the applicable coverage maximums for the scene(s) to be photographed. A Producer shall not use the Background Actor Digital Replica of a background actor to circumvent the engagement of that background actor.

(c) Digital Alteration

The Producer must obtain the consent of the background actor to digitally alter the background actor's appearance in photography or sound track previously recorded by the background actor; provided, however, that no consent is required when the photography or sound track of the background actor remains substantially as scripted,¹⁶ performed and/or recorded. Any consent required must be clear and conspicuous and include a reasonably specific description of the intended alteration(s). Consent may be obtained through an endorsement or statement in the background actor's employment paperwork or voucher that is separately signed or initialed by the background actor or in a separate writing that is signed by the background actor.

Any consent that the background actor granted during the background actor's lifetime shall continue to be valid after the background actor's death unless explicitly limited

¹⁶ During negotiations for the 2026 Codified Basic Agreement and 2026 Television Agreement, the parties confirmed that "scripted" means described in a script that was provided to the background actor on or before the latest date that the background actor performed the scene.

otherwise. In the event the background actor is deceased at the time the Producer seeks any required consent (and the Producer has not already obtained consent during the background actor's lifetime or the background actor's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased background actor's authorized representative cannot be identified or located) who represents the deceased background actor's exclusive rights as determined by applicable law.

In the event a background actor's lip or facial movements are digitally altered to make it appear that the background actor is speaking line(s) and dialogue is included, the background actor shall be adjusted to a day performer pursuant to Section 26 of Schedule A of this Agreement.

(d) For clarity, the Producer need not obtain the consent of the background actor under Paragraph B. or C. above to perform post-production alterations, editing, arranging, rearranging, revising or manipulating of photography and/or sound track for purposes of cosmetics, wardrobe, noise reduction, timing or speed, continuity, pitch or tone, clarity, addition of visual/sound effects or filters, standards and practices,¹⁷ ratings,¹⁸ an adjustment in dialogue or narration or other similar purposes, or under any circumstance when dubbing or use of a double is permitted under the Codified Basic Agreement or Television Agreement.

(e) Producer may not use a Background Actor's fingerprints, palmprints or iris scans for any purpose unrelated to the motion picture (except as necessary in the ordinary course for the operation of security technologies unrelated to the motion picture itself, e.g., a fingerprint scanner used to open a door on set).

(f) Per General Provisions, Section 50.O, the Producer may not use a minor's Background Actor Digital Replica in any manner that would depict the minor as nude or engaged in simulated sexual activity. Producer may not use a minor's Background Actor Digital Replica to age up or de-age a minor's performance for purposes of depicting the minor as nude or engaged in simulated sexual activity.

(g) Producer may not use a Digital Replica in lieu of a Background Actor's services in a motion picture in a situation in which consent would be required and when that background actor could refuse to provide services during the duration of any lawful authorized strike of the Codified Basic Agreement and/or Television Agreement.

(h) Producer shall at all times limit access to a Background Actor Digital Replica to persons with a legitimate business need for such access and use commercially reasonable efforts to protect the security of the Background Actor Digital Replica to prevent unauthorized access, use or copying.

¹⁷ The parties agree that adjustments for standards and practices means adjustments to adhere to stricter standards.

¹⁸ The parties agree that adjustments for ratings means adjustments to obtain a rating for a wider audience.

(i) Producer must have an articulable business reason when seeking background actor consent to scan the background actor for the creation of a Background Actor Digital Replica.

(j) Producer may transfer its rights in a Background Actor's Digital Replica but such transfer shall not relieve the Producer of its obligations under this Agreement regarding consent, use and payment in connection with a Background Actor Digital Replica unless the transferee commits in writing to comply with those provisions of this Agreement regarding such consent, use and payment and to allow the Union to enforce those provisions through arbitration under Section 9 of the Codified Basic Agreement or Section 50 of the Television Agreement, as applicable, provided that such relief shall not apply if the Union disapproves the financial responsibility of the proposed transferee within 21 days of notice of the transfer. The Union agrees it shall not unreasonably withhold its approval of the financial responsibility of such transferee.

(k) Claims for violation of this Section 72 are arbitrable under Section 55 and must be brought under that Section. Remedies shall be limited to monetary damages.

SCHEDULE X, PART II

67. DIGITAL REPLICATION AND ALTERATION¹⁹

This Section 67 applies when a background actor is employed by the Producer under this Agreement on or after ~~March 10, 2024~~ July 1, 2026 to appear in a motion picture and, in connection with the background actor's employment on the motion picture, the Producer (directly or through a third party):

- (i) requires the background actor to provide services for purposes of creating a Background Actor Digital Replica;
- (ii) uses a Background Actor Digital Replica as provided herein; or
- (iii) digitally alters the background actor's voice or likeness.

~~To the extent practicable, Producers shall endeavor to comply with the provisions of this Section 67 on or after the first day of the term of this Agreement but prior to March 10, 2024.~~

For purposes of this Section, a "Background Actor Digital Replica" of a background actor is a replica of the voice or likeness of the background actor which is created using digital technology with the background actor's physical participation²⁰ and is for the purpose of depicting the background actor in a scene in which the background actor did not actually appear.

This Section 67 does not apply to "tiling" of background actors.

A. Creation of Background Actor Digital Replicas

(1) A Producer must notify a background actor no less than forty-eight (48) hours in advance of the time the background actor's services are required to create a Background Actor Digital Replica, or at the time of booking if the background actor is booked less than forty-eight (48) hours in advance of the time the background actor's services are required to create Background Actor Digital Replica. The Producer must obtain consent if it requires the background actor to provide services for purposes of creating the background actor's Background Actor Digital Replica for use in connection with a motion picture. The consent must be clear and

¹⁹ Except as explicitly set forth herein, it is understood that this Section 67 does not expand or contract any existing rights and obligations under the Codified Basic Agreement and Television Agreement. Without limiting the generality of the foregoing, it is understood that nothing herein overrides Schedule X, Part I, Section 17(e) or Schedule X, Part II, Section 17.E., as applicable (regarding use of digital technology to double a background actor).

²⁰ If Producer creates what would otherwise be a Background Actor Digital Replica but for the fact that it is created without the background actor's physical participation, then that digitally-created asset shall be treated as a Background Actor Digital Replica for purposes of Section 67.B. No additional payment for the creation of that digitally-created asset shall be due.

conspicuous and may be obtained through an endorsement or statement in the background actor's employment paperwork or voucher that is separately signed or initialed by background actor or in a separate writing that is signed by the background actor.

(2) When a background actor provides services for purposes of creating a Background Actor Digital Replica on the same day the background actor performs other work for the Producer under this Agreement, any time spent by the background actor in connection with creating the Background Actor Digital Replica shall be treated as work time.

Producer will endeavor to schedule the background actor's services for purposes of creating a Background Actor Digital Replica on a day when the background actor is also working for the Producer under this Agreement, when practicable.

When a background actor provides services for purposes of creating a Background Actor Digital Replica on a day when the background actor does not perform other work for the Producer under this Agreement, the background actor shall be paid one (1) day's pay.

Notwithstanding the foregoing, no additional payment is due to a background actor for providing services for purposes of creating a Background Actor Digital Replica on a day when the Producer is required to pay the background actor for any services, a travel allowance, an allowance for a day not worked on an overnight location or a cancelled call; provided, however, that if the background actor is paid less than one (1) day's pay for that day, the Producer shall also pay an additional amount necessary to reach one (1) day's pay.

B. Use of a Background Actor Digital Replica

(1) Use in the Motion Picture for Which the Background Actor Was Employed

(a) A Producer may use a background actor's Background Actor Digital Replica in connection with a motion picture for which the background actor was employed, upon obtaining the background actor's consent to the extent required herein. The Producer must obtain the background actor's consent to use the Background Actor Digital Replica in new photography or sound track not previously recorded by the background actor; provided, however, that no consent is required when the photography or sound track remains substantially as scripted,²¹ performed and/or recorded.

²¹ During negotiations for the 2026 Codified Basic Agreement and 2026 Television Agreement, the parties confirmed that "scripted" means described in a script that was provided to the background actor on or before the latest date that the background actor performed the scene.

Consent must be clear and conspicuous and include a reasonably specific description of the intended use of the Background Actor Digital Replica in that motion picture. Consent may be obtained through an endorsement or statement in the background actor's employment paperwork or voucher that is separately signed or initialed by the background actor or in a separate writing that is signed by the background actor. Any consent that the background actor granted during the background actor's lifetime shall continue to be valid after the background actor's death unless explicitly limited otherwise. In the event the background actor is deceased at the time the Producer seeks any required consent (and the Producer has not already obtained consent during the background actor's lifetime or the background actor's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased background actor's authorized representative cannot be identified or located) who represents the deceased background actor's exclusive rights as determined by applicable law.

(b) If the Producer uses a background actor's Background Actor Digital Replica in the role of a principal performer, the background actor shall be paid the minimum rate for a performer for the number of production days that the Producer determines the background actor would have been required to work had the background actor instead been adjusted under Section 26 of Schedule A and performed those scene(s) in person. The Producer will make a good faith effort to estimate the number of production days utilizing objective criteria. Such compensation shall be treated as wages for all purposes.

In the event the performance of the Background Actor's Digital Replica in the role of a principal performer remains in the motion picture in a manner that would have entitled the background actor to residuals had the background actor been adjusted under Section 26 of Schedule A and performed those scene(s) in person, the background actor shall be treated as having been adjusted under Section 26 of Schedule A and shall be entitled to residuals when the motion picture is exhibited in a market for which residuals are due. Residuals calculated under the time-and-salary units distribution formula shall be based on the total number of days and salary paid as a principal performer as per the preceding paragraph for the use of such background actor's Background Actor Digital Replica in the role of a principal performer. For purposes of residuals calculated under the rateable distribution formula, such background actor shall be treated as a day performer and assigned one (1) unit.

(2) Use Other Than in the Motion Picture for Which the Background Actor Was Employed

A Producer may not use a background actor's Background Actor Digital Replica in connection with a motion picture other than one for which the background actor was employed or in any other field or medium without obtaining the background actor's consent and bargaining separately for the use.

Consent must be clear and conspicuous and include a reasonably specific description of the intended use. Consent must be obtained prior to use, but may not be obtained at the time of employment.

Any consent that the background actor granted during the background actor's lifetime shall continue to be valid after the background actor's death unless explicitly limited otherwise. In the event the background actor is deceased at the time the Producer seeks consent (and the Producer has not already obtained consent during the background actor's lifetime or the background actor's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased background actor's authorized representative cannot be identified or located) who represents the deceased background actor's exclusive rights as determined by applicable law.

The background actor daily minimum shall be the minimum for purposes of the bargaining referred to above with respect to use of a background actor's Background Actor Digital Replica in connection with a motion picture other than one for which the background actor was employed or in any other field or medium, except that use of the background actor's Background Actor Digital Replica in a field or medium covered by a SAG-AFTRA collective bargaining agreement shall be subject to bargaining at no less than the minimum wages and residuals, if any, provided for in that collective bargaining agreement.

(3) Digital replication of background actors will not be used in lieu of hiring background actors necessary to fulfill the applicable coverage maximums for the scene(s) to be photographed. A Producer shall not use the Background Actor Digital Replica of a background actor to circumvent the engagement of that background actor.

C. Digital Alteration

The Producer must obtain the consent of the background actor to digitally alter the background actor's appearance in photography or sound track previously recorded by the background actor; provided, however, that no consent is required when the photography or sound track of the background actor remains substantially as scripted,²² performed and/or recorded. Any consent required must be clear and conspicuous and include a reasonably specific description of the intended alteration(s). Consent may be obtained through an endorsement or statement in the background actor's employment paperwork or voucher that is separately signed or initialed by the background actor or in a separate writing that is signed by the background actor.

Any consent that the background actor granted during the background actor's lifetime shall continue to be valid after the background actor's death unless explicitly limited otherwise. In the event the background actor is deceased at the time the Producer seeks any required consent (and the Producer has not already obtained consent during the background actor's lifetime or the background actor's consent is no longer valid after death), the Producer

²² During negotiations for the 2026 Codified Basic Agreement and 2026 Television Agreement, the parties confirmed that "scripted" means described in a script that was provided to the background actor on or before the latest date that the background actor performed the scene.

shall obtain the consent of the authorized representative (or the Union, if the deceased background actor's authorized representative cannot be identified or located) who represents the deceased background actor's exclusive rights as determined by applicable law.

In the event a background actor's lip or facial movements are digitally altered to make it appear that the background actor is speaking line(s) and dialogue is included, the background actor shall be adjusted to a day performer pursuant to Section 26 of Schedule A of this Agreement.

D. For clarity, the Producer need not obtain the consent of the background actor under Paragraph B. or C. above to perform post-production alterations, editing, arranging, rearranging, revising or manipulating of photography and/or sound track for purposes of cosmetics, wardrobe, noise reduction, timing or speed, continuity, pitch or tone, clarity, addition of visual/sound effects or filters, standards and practices,²³ ratings,²⁴ an adjustment in dialogue or narration or other similar purposes, or under any circumstance when dubbing or use of a double is permitted under the Codified Basic Agreement or Television Agreement.

E. Producer may not use a Background Actor's fingerprints, palmprints or iris scans for any purpose unrelated to the motion picture (except as necessary in the ordinary course for the operation of security technologies unrelated to the motion picture itself, e.g., a fingerprint scanner used to open a door on set).

F. Per General Provisions, Section 50.O, the Producer may not use a minor's Background Actor Digital Replica in any manner that would depict the minor as nude or engaged in simulated sexual activity. Producer may not use a minor's Background Actor Digital Replica to age up or de-age a minor's performance for purposes of depicting the minor as nude or engaged in simulated sexual activity.

G. Producer may not use a Digital Replica in lieu of a Background Actor's services in a motion picture in a situation in which consent would be required and when that background actor could refuse to provide services during the duration of any lawful authorized strike of the Codified Basic Agreement and/or Television Agreement.

H. Producer shall at all times limit access to a Background Actor Digital Replica to persons with a legitimate business need for such access and use commercially reasonable efforts to protect the security of the Background Actor Digital Replica to prevent unauthorized access, use or copying.

²³ The parties agree that adjustments for standards and practices means adjustments to adhere to stricter standards.

²⁴ The parties agree that adjustments for ratings means adjustments to obtain a rating for a wider audience.

I. Producer must have an articulable business reason when seeking background actor consent to scan the background actor for the creation of a Background Actor Digital Replica.

J. Producer may transfer its rights in a Background Actor's Digital Replica but such transfer shall not relieve the Producer of its obligations under this Agreement regarding consent, use and payment in connection with a Background Actor Digital Replica unless the transferee commits in writing to comply with those provisions of this Agreement regarding such consent, use and payment and to allow the Union to enforce those provisions through arbitration under Section 9 of the Codified Basic Agreement or Section 50 of the Television Agreement, as applicable, provided that such relief shall not apply if the Union disapproves the financial responsibility of the proposed transferee within 21 days of notice of the transfer. The Union agrees it shall not unreasonably withhold its approval of the financial responsibility of such transferee.

K. Claims for violation of this Section 67 are arbitrable under Section 55 and must be brought under that Section. Remedies shall be limited to monetary damages.